To the High and Honourable

HOUSE of PEERS

now in PARLIAMENT Assembled.

The Humble Petition of John Levet *Doctor of Laws, and* Mary *his Wife.*

SHEVVETH,

THAT Godfrey Copley *Esq; being owner of divers Mannors and Lands in the Counties of* York *and* Notting *and he desiring much to prefer your Petitioner* Mary *his near Kinswoman, did upon his Death bed in* Novembe *Ninth of King* Charles *the First, make to her several Leases, and other Estates of Lands of good value within seven dayes after dyed.*

That Francis Nevile *of* Cheet *in the County of* York *Esq; and* William Clayton *Gent. to defeat your Petitioners, caus antedated Lease of some of the same Lands after the Death of the said* G. Copley, *as made to him the said* Francis Ne *to be forged, and attested by six several names of witnesses forged; and procured by bribes, tamperings, and leading Inter tories,* Hugh Everard, John Swinden, James Moseley, *and* Robert Soreby, *four of those six persons whose names set to the said forged Lease as witnesses, to be either wilfully forsworn or deluded by the Conveyance and Release of 1 in* Fenton *and their Counterparts, and by a Conveyance of* Newmillerdam *and its Counterpart; and by a Deed of Go* Copley's *Lands, out of which the Lady* Portington *had a Rent Charge of* 70. l. per Annum; *and by two other I of Grant, the one of the Parsonage of* Sprotbrough, *and the other of the Parsonage of* Plumtree *then pretended made by* Godfrey Copley *to the said* Francis Nevile, *which are all specified in his own Interrogatories, Letters, and proofs in the books, and whereunto, or to some of them, they had in the life time of the said* G. Copley *subscribed names as wienesses.*

That to countenance this forgery, and other abuses tending thereunto, the said Francis Nevile, *by the unlawful he* John Batt *Esq; then Escheator, and by bribing of* John Goodhand *Esq; then Feodary of the West Riding of the County of* York, *and by the said* Nevile's *embracing and bribing of* William Jenkinson *and others of a Jury impan by the said Escheator (the Jury summoned and returned by the Sheriff, of the said County of* York, *then appearin rejected by the said Escheator) corruptly caused an Inquisition after the De th of the said* Godfrey Copley *to be ta wherein the said forged Lease was found, and after forged, and unduly returned that Office also.*

That then the Defendant Nevile, *colourably grounded a Suit in the Court of Wards, against the Defendants* Wil Copley, *and* Edmund Hastings, *and* Mary *his Wife, and having there produced the Defendant* William Hawet, *other perjured witnesses, and upon a preagreement, combination, and collusion, with the said* Copley *and* Hastings (*knowing the said Lease to be forged) and by other unlawful means obtained a Decree in that Court, in a Suit wherein Petitioner* Mary *was no party (though principally concerned) for allowance and further countenancing the said fo Lease.*

For which Forgeries, and for the said Defendants Nevile *and* Clayton *their publishing of that forged Deed, which knew to be forged, and for the said Misdemeanors, your Petitioners commenced a Suit in the* Star Chamber, *where di Witnesses were examined, and the forgeries and Offences fully proved; but by reason of the said* Francis Nevile's *tam ing with, by himself and others, and by deluding, threatning, bribing, and corrupting some of the Defendants, several witnesses in the Cause; and by reason of many wilfull perjuries committed by the said* Nevile, Clayton, *and s others of the said Defendants, and by the perjuries of* John Pollard, John Holdiworth, William Farburne, Rol Syddall, *and other witnesses; And by reason of the said* Francis Nevile's *corrupting of* James Gerrard, *and* Edw Coulson, *Examiners of the Star Chamber.* 1. *To examine Witnesses unequally, and to falsifie depositions.* 2. *To end and disendorse witnesses names as examined upon the said Lease.* 3. *To deliver to the said* Francis Nevile *Depositions ou Court before publication.* 4. *To deliver the said* Nevile *the said Lease out of Court without order, that he might tamper w witnesses before he examined them; and by several Orders of that Court, whereby* 1. *Some of your Petitioners principal Pr were struck off by a reference and a report upon it.* 2. *The Charge of the bill was ordered to be given in one day, by which me some of the Petitioners charges were not touch'd at all, and the other but half opened.* 3. *But two witnesses were suffe to be read at the hearing to one point, so as the said* Nevile *having produced three false witnesses, and your Petition twelve honest witnesses to a point (as in truth was done) the said* Nevile's *three false witnesses were equivalent to Petitioners twelve honest witnesses.* 4. *The Examiners foul miscarriages (though fully proved) were not suffered to be r at the hearing.* 5. *The Court would not grant your Petitioners leave at the hearing to make use of the said Defend Answers made in other Courts about the said Lease.* 6. *That witnesses Depositions in other Courts were allowed to be r for the Defendants, but were not allowed to be read for the Petitioners; some of which Orders were never entred; yet t Court at the hearing held your Petitioners strictly to them; by which means Mr.* Nevile's *said Lease was justified confirmed by the major part of the Votes of the Court, and your Petitioners Cause destroyed, and their Bill dismissed w great Costs, which they paid to the said Mr.* Nevile.

Now for that the said Forgeries are apparently proved in the said Court of Star Chamber, *and your Petitioners are a to prove all the other exorbitant practises, and misdemeanors of the said* Francis Nevile, *and his Confederates, which such, and so many, as have seldome been heard of in one cause, whereby a provision of* 800. l. per Annum, *was ta*

d hath been kept from your Petitioners for above 29 years last past. And for that the said Office, Decree, confirmation cis Nevile's said Lease, and dismission of the Petitioners bill (all most unduly obtained) lying in your Petitioners way, e never hope for redresse in any ordinary Court of Justice, but meerly by an open and full hearing and knowledge of se in this High Court.

Your Petitioners most humble Suit therefore is, That this most Honourable House would be pleased to re-hear this Cause upon the Proofs of the Books taken in the Star Chamber, and of the Orders there made concerning it, and to suffer your Petitioners at the hearing to make use of all the Defendants Answers and Depositions, and likewise the Depositions of Witnesses which have been made or taken in other Courts concerning the said Lease. And that the said *Francis Nevile* may produce at the hearing his said Lease in question. And to give Order that the said Conveyance and Release of the Lands in *Fenton*, and the said Conveyance of *Newmillerdam* be then likewise produced by those whom they concern, or that have them in their custody. And that *Francis Nevile* produce at the hearing for discovery of the truth, his Counterparts of the said conveyances of *Newmillerdam* and of the lands in *Fenton*, and also of the Release of the said Lands in *Fenton*, and likewise his Deeds of the Reversion of the Lands of the Lady *Portingtons* said Rent Charge, and of the Parsonages of *Sprotbrough* and of *Plumtree*, which he pretends that *Godfrey Copley* had made unto him. And your Petitioners further pray, That if it may stand with Your Lordships good pleasure (as it did with the House of Commons, in their Appeal to them 29. *Jan.* 1640.) that they may produce at the hearing such Witnesses and Writings as can further manifest the forgery of the said Lease, and the Perjuries of the said Defendants and Witnesses; And likewise the Defendant *Nevile's* tamperings, subornations, and attempts to suborn, and bribe the Defendants, Witnesses, Examiners, and others. And that upon a full hearing, such damages and reparations may be given to your Petitioners, and such punishment inflicted upon the Delinquents, as the Justice and merits of the Cause shall require,

And your Petitioners shall daily pray, &c.

CHAP. I.

The Forgery of Mr. Francis Nevile's *Leaſe proved.*

§. 1. *Mr.* Godfrey Copley's *Honeſty.*

MR. *Godfrey Copley* was a very honeſt juſt dealing man, peaceable, charitable, kind to his Kindred and Tenants, and of good Abilities in his underſtanding. *Tho. Vincent A. 1. Int. 6. Leonard Wray A. 143. Int. 6. Sam. Bower A. 172. Int. 6. Eden Nevile C. 1. Int. 2.*

§. 2. *Mr.* G. Copley *(being* compos mentis*) made the Petitioners two Leaſes ſix or ſeven dayes before his death.*

1. *Mr.* Godfrey Copley *upon the* 12. *&* 13. *of* November 1633. *made the Petitioner* Mary *two Leaſes, the one of his Purchaſed Lands, the other of the Mannor of* Plumtree, *and of all his other Lands in the County of* Nottingham, *and dyed the* 19 *day of the ſame Month of* November.

The one Moyety of the ſaid Leaſes is made to the Petitioner abſolutely, the other Moyety of them is made to Mrs. *Mary Haſtings* in caſe ſhe and her husband (the Defendant *Haſtings*) doe ſettle the Reverſion of the Lordſhip of *Bentley*, in the County of *York*, (which the ſaid *G. Copley* had formerly purchaſed in the name of the ſaid *Mary Haſtings*) upon the Petitioner *Mary* within one year, next after the ſaid *Godfrey Copley*'s Death: But in caſe they do not ſo ſettle *Bentley* upon the ſaid Petitioner *Mary*, then the other Moyety alſo is by him the ſaid *G. Copley*, ſetled upon the Petitioner *Mary* for 99. years, in caſe the Petitioner *Mary*, and the ſaid *Mary Haſtings*, and one Mr. *John Copley* of *Doncaſter* or any of them ſhould ſo long live. *Petitioners Leaſes of* 12. *&* 13. *Nov.* 1633.

Mrs. *Haſtings* and her husband did not ſettle *Bentley* upon the Petitioner *Mary*, but paſſed it away by Fine to Sir *John Baile* and Mr. *Jobſon*, ſo that thereby both the ſaid Leaſes are ſolely the Petitioners. *Edm. Haſtings Fine Paſch. 11 Car. 1. Reg*

2. *Mr.* Godfrey Copley *made the Pititioners Leaſes upon his death bed, with theſe careful, pious, and affectionate expreſſions,* viz.

1. He read and ſhewed his Deed of power to make them to *Henry Shaw*, who queſtioned it, and was angry with him for it, and ſaid he would not do what he had not power to do, or what ſhould be queſtioned after his death.

2. He then ſhewed his affection to be very much to the Petitioner, and was well pleaſed that he had done ſo to her, and hoped that they would be a preferment to her, and that God would bleſſe her well.

3. He ſaid let them that will find fault with me turn the Buckles of their Girdles behind them, for he had made it too ſure to her for the hurting her.

4. He ſaid to the Petitioner, God bleſſe thee, I fear they (her Uncle and Aunt *Haſtings*) will wrong thee of that means which I have left thee, and raiſe their fortunes out of thee. But ſerve God, and one way or other he will right thee.

5. He found fault with a Clauſe in the ſaid Leaſes (to the Iſſue of the body of the ſaid *Mary Haſtings*) but the Company then preſent telling him, how *Mary Haſtings* was old and not likely to have any Children, and it would be no prejudice to the Petitioner *Mary*, he ceaſed to move it any further.

6. He charged Mrs. *Haſtings* to ſettle *Bentley* upon her the Petitioner, which ſhe proteſted and vowed to do; and he ſaid, If *Bentley* be not ſettled upon her, that then *Plumtree*, and all his Lands in *Nottinghamſhire* was too little for her. And if he lived to ſee her married to his mind, he would make her a better Match.

7. He cauſed Counter-parts to be made thereof, and given to Mr. *Bower* Parſon of the Pariſh, and hoped that they would be a means to her from being cheated of her right therein.

8. He made the Petitioners Leaſes freely and of his own accord, and ſaid, She is a good Wench and my near Kinſwoman, one that feareth God, and therefore I will make her Leaſes.

9. He ſaid to Mrs. *Haſtings*, Uſe a good Conſcience, and deal well and faithfully with *Mal Mote* (the

Hen. Shaw A. 194. Int. 4. §. 153. 159. 160. 161. 162. 163. 164. 166. Godfrey Winter E. 17. Int. 4. 152. 165. Rob. Lund A. 127. Int. 4. 159. 162. Tho. Burley A. 157. Int. 159. Geo. Holmes A. 116. Int. 4. 159. 163. Rich. Elton A. 146. Int. 152. 154. 164. 166. John Copley A. 92. Int. 161.

(the Petitioner) for I have referred her wholly to your care, and if you fail therein, you must answer it before God Almighty. And he desired Mrs. *Nevil* that there might be no suits amongst them about his Estate, for he had left them all enough.

n. Bower 172. t. 159.

10. He said when he had made the Petitioners Leases, I have now settled all things in peace, and I thank God, though I be weak in body, yet I am now of as good and perfect understanding and memory as ever I was in all my life.

len Nevil 1. Int. 4.5.

11. He much affected the Petitioner a good while before his Death, and seriously wished her preferment, and at his Death wished Mrs. *Hastings* to do her right, who protested and vowed to settle *Bentley* upon her; and *G. Copley* shewed himself much desirous that the Petitioner might enjoy what he had left her.

§. 3. Francis Nevil's *Oaths and acknowlegments that* G. Copley *had not left him any thing.*

Mr. Rogers 3. Int. 1.

1. In the Countrey about a fortnight before *G. Copley*'s death, his Aunt *Rogers* saying to him, that he was unwise to leave *G. Copley* so near his death, unless he knew how he had dealt with him; *Fran. Nevil* replyed with an Oath, that the said Mr. *Copley* had not given him any thing, but he hoped he would do well for him.

2. At *London*, upon the first news of Mr. *Godfrey*'s death to Mr. *Godfrey Copley* of *Lincolns*-Inn a Bencher, and to the Lord *Savile*.

Copley A. 66 t. 98.

First, To Mr. *G. Copley*, *Francis Nevil* said, *Godfrey Copley* is dead, and hath neither left you nor me any thing, but had given his whole Estate to *William Copley* the Petitioner and others. But *Francis Nevil* said unto him, I will goe into the Countrey, and I will tell them that how they have wrought upon the old Man in his weakness, I do not know, but I have fair Deeds made unto me by the said *Godfrey Copley*, when he was in his perfect Memory, and I will Scare them, but I have no more to shew then thou hast; and bound it with an Oath or two: And spake words of disparagement of the defect of the said *William Copley*, to manage so great an Estate as was then left him by the said *G. Copley*.

Savile B. 17. nt. 1.

Secondly, To the Lord *Savile*, (saying to him there was a good Wind-fal to you by the death of *Godfrey Copley*) *Francis Nevil* replyed, Nay, God, they say he hath left me nothing, but if I get down into the Countrey, I shall shuffle amongst them for something.

ionis Cowing A. 107. nt. 98.

3. At his return from *London* into the Countrey, after *G. Copley*'s Death, *Francis Nevil* told Mr. *Cowling* at *Doncaster*, (asking him what Mr. *G. Copley* had given him) that he should have it all for Four pence: And then said that the Defendants *Copley* and *Hastings*, went away with the said *G. Copley*'s Estate.

§. 4. Francis Nevil's *Award betwixt the Defendants* William Copley *and* Edmund Hastings *at difference about the Petitioners Leases.*

dm. Hastings xam. 53. nt. 12. dm. Hastings .67. Int. 12. Barth. Roulston A. 160. Int. 71. 3. ervas Eyr). 86. Int. 1, , 3.

Francis Nevil, after *G. Copley*'s Death, offered himself to make an Award betwixt the Defendants *William Copley* and *Edmund Hastings* then at difference about the Petitioners Leases, and by his strongly suggesting to *Edmund Hastings* that *G. Copley* had not power to make them, caused Mr. *Hastings* to waive her Leases, and to accept of a Lease of the Demeasne of *Plumtree* for 21. years paying 2 *d.* Rent from the Defendant *Copley*, and to give him 1400 *l.* for it, and bound them in 10000 *l.* Bonds apiece to stand to that Award; and *Francis Nevil* then expressed that *G. Copley* had left him nothing at all

§. 5. Francis Nevil's *Letter to the Lady* Portington *expressing the said Award and to whom* G. Copley *had left his Estate, and what he had left him.*

Fran. Nevils Letter Dec. 18.

MAdam, *My duty remembred; In my return from* London, *my purpose was to have seen you, but partly fearing your not being at home, and partly drawn on with my Company, I took up my lodging at* Sprotborough, *where I mist the best Friend that ever man had; and instead of him,* found differences betwixt all those to whom he left his Estate; *and most implacable and unnatural ones, betwixt the Brother and Sister; My ever honoured Kinsman buried (as I heard) if with Christian, yet I dare say not with decent buriall: I laboured to reconcile these swelling and blustering discords of my kinred, but being a Task too great for me, and a businesse that hung of so many strings, I desired them to nominate Friends, time and place for that purpose, which they did; so* Anthony Eyr *of* Rampton, Gervase Eyr *a* Leicestershire *man, Mr.* John Copley, *and my Self, were appointed: We met at* Sprotborough, *and after three dayes debate, ended the business as followeth;* William Copley *is to make a Lease of* Plumtree *Demesnes, to Mr.* Hastings *and his Wife for* 21 *years, if they live so long, paying two pence rent;* Will. Copley *is to release to Mr.* Hastings *and his Wife, all his Interest in the Mannor of* Bentley. Will. Copley *is to have all the goods at* Sprotborough, *save a little old Corn, and some little Houshold-stuffe, all not worth above* 150 *l. and the Stock there was valued to* 1400 *l. Mr.* Hastings *and his Wife are to have all* Plumtree *Stock, Mr.* Hastings *and his Wife have* 500 *l. upon a Mortgage made to my Cousin* Godfrey

frey *by Mr.* Wray, *and a Mortgage of* William Copleys *of* Wadworth, *and to have no other benefit of their Executorſhip, ſave as aforeſaid. My Mother goes away with the money, Bils and Bonds. And thus you ſee a good mans eſtate miſerably anatomized, whoſe funerals, if he have any, muſt be diſcharged by them both equally, I mean the Brother and Siſter. I gave the Tenants that are your ſecurity for your* 70 *l. by year, warning to pay their rent to none but you,* the Reverſion of which Lands my Couſin hath given to me. *I ſhall in the latter end of* Chriſtmas, *ſend you my Rent; and in the mean time, reſt.*

Rob. Heyward Jurat.
Iſabel Rogers A. 110. Int. 105.
Eliz. Rogers B. 3. Int. 13.
Anthony Gilby B. 14. Int. 13.

Cheet this 18. *December*
Concord. cum Origin.

Your dutiful Nephew
FRANCIS NEVILE.

Note, *Francis Nevile* acknowledgeth in this his Letter Mr. *G. Copley* to be a good man (thus you ſee a good mans Eſtate miſerably anatomized) for Mr. *G. Copley* a good man to make the Petitioners Leaſes upon his death bed, and to have made *Francis Nevil* a Leaſe of the ſame Lands a year before, is *contradictio in adjecto*, a meer contradiction.

§. 6. Francis Nevile *ſaid to the Lady* Portington, *that as God ſhould judge his Soul, he had nothing to do with* G. Copley's Nottinghamſhire *Lands, but he had Leaſes of his* Yorkſhire *Lands.*

Francis Nevile ſoon after the ſaid Letter, ſwore to the Lady *Portington*, asking him who went away with *G. Copley*'s *Nottinghamſhire* Lands, that as God ſhould judge his ſoul, he had nothing to do with any of them, but he had Leaſes of *G. Copley's York-ſhire* Lands, and before Supper he ſaid they were witneſſed only with Three Witneſſes, and after Supper he ſaid they had ſix Witneſſes to them, to which the Lady *Portington* replied, Nephew hath my Table added Three Witneſſes to them? burn them for you will have no credit by them.

Iſabell Rogers A. 110. Int. 101 114.
Eliz. Rogers B. 3. Int. 2.

§. 7. Francis Nevile *after all theſe Oaths, Letter, and Actions, produc'd his forged Leaſe of* Plumtree *and of* G. Copley's *other* Nottinghamſhire *Lands, atteſted with ſix witneſſes Names forged, as will thus appear.*

1. *Francis Nevile* ſhewed it to Sir *John Waidſon* after *G. Copley*'s Death, for to reconcile him and the Defendant *Copley* about it, with the Names of *Thomas Walker* and *Richard Elton* only endorſed upon it as witneſſes, and afterwards he ſhewed it to him again with the other four added to it. And Sir *John Waidſon* then told him that his witneſſes were well multiplied ſince he firſt ſaw it.

He ſaith that *Francis Nevile* ſhewed his ſaid Leaſe to him at his houſe in *Cheet* about the 14. 15. or 16. of *December*, next after *G. Copleys* Death, and told him that he was the firſt that ever ſaw it by his ſhewing, and ſaid then that it was given him by his Mother, and that he had had it in his hands about 5 or 6 dayes, and then there were only two witneſſes ſubſcribed and endorſed upon it (*viz.*) *Thomas Walker* and *Richard Elton*; and *Francis Nevile* told him the reaſon why there were no more witneſſes to it, was, for that his Mother and *Mary Haſtings* endevoured to get what they could one from the other, and took their Opportunities at ſuch ſecret times, as they could beſt perfect their buſineſſe, and therefore *Francis Nevile* told him that they could have no more witneſſes unto it.

Sr. Joh. Waidſon B. 10. Int. 1.

Francis Nevile betwixt St. *Stephens* and *New Years* day following ſhewed him the ſaid Leaſe again at *Cheet* aforeſaid. At which time there was an increaſe of Four witneſſes names unto it, and then he told *Francis Nevile* that the witneſſes were well multiplied ſince he laſt ſaw it. Int. 2.

Francis Nevile when he firſt ſhewed him the ſaid Leaſe, he alſo ſhewed him two or three other Leaſes with the ſame two Witneſſes unto them, *viz. Thomas Walker*, and *Richard Elton* only, the one of certain Lands in *Sprotbrough* and other Lands, and the other of the *Advowſon* of *Plumtree*, as made by the ſaid *G. Copley*. Int. 7.

At the ſecond time at *Cheet* aforeſaid, when he ſaw the increaſe of the Witneſſes to the Leaſe now in queſtion, he ſaw an increaſe of the ſame Witneſſes to the other Leaſes likewiſe, and they were all ſhewed unto him by the ſaid *Francis Nevill*. Int. 8.

Francis Nevile ſhewed him the aforeſaid Leaſes, and deſired him to deliver this Meſſage to the Defendant *William Copley* (*viz.*) That he would give him all his right he had by any Act of *G. Copley* of his Lands in *York-ſhire*, and the Inheritance of *Bentley*, which *G. Copley* had lately given to *Mary Haſtings* and *Mary Mote*, for his the ſaid *William Copleys* Inheritance in *Plumtree* and his other *Nottinghamſhire* Lands which are worth 20000 *l.* And if he could not recover *Bentley* by Law, he would purchaſe it for him, or elſe ſecure him as valuable Lands of his own both for Poſſeſſion and Reverſion. And he would content Mr. *Haſtings* for his Intereſt, and give the Petitioner *Mary* 2000 *l.* to her Marriage, and this Meſſage he conceiveth was the only reaſon why *Francis Nevill* ſhewed him his ſaid Leaſes. Int. 9.

Sir John Waidſon *ex parte* Francis Nevile.

He ſaith; this is the ſame Leaſe that *Francis Nevile* ſhewed him with ſix Witneſſes at *Chriſtmas* 1633. and with but two witneſſes at the time when *Francis Nevile* firſt ſhewed it to him, for that it containeth the ſame matter, for that the ſaid *Walker* and *Elton* are Witneſſes to it, and the other four Witneſſes are

Sr. Joh. Waidſon ex parte Defr. G. 1. Int. 9.

the ſame that he ſaw to it at *Chriſtmas* 1633. And he did ſee the ſame Leaſe when he was examined to it as Witneſſe on *Francis Nevile*'s part at *Barneſly*, betwixt him and Mr. *Haſtings*, to Teſtifie that he had ſeen it before, he delivered the Meſſage from *Francis Nevile* to Mr. *Copley* and Mr. *Haſtings*.

Int. 10. He acquainted both before and after *Chriſtmas* 1633. the ſaid Defendants, *Copley* and *Haſtings*, with the ſaid *Francis Nevile*'s Leaſes, and he informed Mr. *Haſtings* with the Leaſe of *Plumtree* in particular, and as he believes he depoſed to the ſame effect at *Barneſley* in *April* 1635.

Sir John Waidſon *is confirmed by theſe* 4. *circumſtances.*

J. Joh. Waidſon B. 16. Int. 9. *and the Interr. ob. Conyers* B 38. Int. 2, 3.

1. By *Fr. Nevile*'s interrogating of him, if the Parſonages of *Sprotbrough* and *Plumtree* were not the two writings he at firſt time ſhewed to him, being Witneſſed only with two Witneſſes.

2. By *Francis Nevile*'s confeſſion to Mr. *Conyers* that he did ſhew his Leaſe now in queſtion, to Sir *John Waidſon* twice before, and in *Chriſtmas* Hollydayes 1633. at his Houſe in *Cheet*, and for the ſame reaſon that Sir *John Waidſon* depoſeth, *viz.* about reconciling ſome differences between him the ſaid *Francis Nevile* and the Defendant *William Copley*.

Francis Juſtice B. 33. Int. 2, 3, 4.

3. By Sir *John Waidſon*'s intimating of it to his Servant *Francis Juſtice* at their firſt return from *Cheet* before *Chriſtmas* 1633. Sir *John* ſaid, that Mr. *Nevile* would have a good ſhare in *G. Copley*'s eſtate: And at their ſecond return from *Cheete* in the ſaid *Chriſtmas* Sir *John* holding up his hands, ſaid that Mr. *Nevile* had ſhewed him ſuch writings that almoſt amazed him.

Sir *John Waidſon* G. 1. Int. 7. 12. *ex parte* Def. *Darcy Waſhington* B. 55 Int. 1 *Tho. Lewis* B. 43. Int. 4.

4. By Sir *John Waidſon*'s revealing of it to Sir *John Jackſon* immediatly after he had ſeen it the ſecond time, and ſhortly after to the Defendant *Copley*, to Mr. *Waſhington*, and to Mr. *Lewis*, two years before the Petitioners intermarriage, and that becauſe *Francis Nevile* uſed the Defendant *Copley* very unconſcionably.

2. Tho. Walker *(the firſt of the two Witneſſes Sir* John Waidſon *had onely ſeen endorſed upon it) denyes his name upon it to be of his own hand Writing, and* G. Copley's *ſealing and delivering of it.*

Tho. Walker B. 75. Int. 6. & 10.

He ſaith that he neither knows nor believes that *G. Copley* did ſeal and deliver *Francis Nevile*'s ſaid Leaſe, neither is his Name to it of his own hand writing, and he knows it to be true, for that there are ſome letters in it, that he never makes in ſuch a forme, nor is it ſealed with *G. Copley*'s Seal of Armes with which he uſually ſealed, when he ſealed any writings.

3. Richard Elton *(the other Witneſſe) which Sir* John Waidſon *had only ſeen, together with* Tho. Walker *at the Leaſe after* G. Copley's *death, denyes his Name to be of his Hand-writing, and* G. Copley's *ſealing and delivering of it.*

Rich. Elton A. 146. Int. 32.

He ſaith that the Impreſſion of the Seal to *Francis Nevile*'s ſaid Leaſe, is not like *G. Copley*'s Seal, ſo far as he can judge thereof; and he believeth that the Name of *Rich. Elton* endorſed on it, is not of his own hand-writing, for that he doth not uſe to make ſuch Letters as ſome of thoſe are, nor can he write ſo good a hand; and he knows not of the ſealing and delivering of it, nor ever heard it read, or ſaw it delivered.

Interrogate this.

4. *Interrogate.* If *Francis Nevile* ſhewed not his ſaid Leaſe to another witneſſe without all exceptions after *G. Copley*'s death, with the Names of *Thomas Walker* and *Richard Elton* endorſed on it as Witneſſes, who then told *Francis Nevile*, that *Richard Elton*'s Name to it was no whit like his own hand-writing, for *Elton* could not write half ſo well; and before *G. Copley*'s Office was found, *Francis Nevile* ſhewed him his ſaid Leaſe again, and he then told the ſaid *Francis Nevile*, that he had well amended *Richard Elton*'s name to it, and made it far more like his Hand-writing, than it was, when he ſhewed to him before, onely he had miſtaken in one or two letters in it, for which he thought *Richard Elton* would not juſtify it to be of his own Hand-writing.

5. *The Perjuries or deluſions of the other four Witneſſes endorſed upon the ſaid Leaſe, will further appear by their own Depoſitions and contradictions, and by the ſubſequent proofs.*

1. *Hugh Everard.*

Hugh Everard A. 13. Int. 8.

He, *John Swinden*, *James Moſeley*, *Robert Soreby*, and he is perſwaded, *Tho. Walker* and *Rich. Elton* were Witneſſes to ſome Writings Sealed and delivered by *G. Copley* and *Francis Nevile*, the one to the other ſeverally, about 10. *Decemb.* 8. *Car.* They joyntly ſealed and delivered the Aſſurance of *Fenton* to him and *Tho. Denton*, for the uſe of Mrs. *Cuttler*.

Int. 13. He at the ſame time, together with the reſt of the Witneſſes aforeſaid, did all ſubſcribe their Names as Witneſſes To three Writings Sealed by *G. Copley* to *Francis Nevile*. And to one Sealed by *Francis Nevile*, to *G. Copley*.

Int. 24. He formerly asked *Francis Nevile* whether *G. Copley* would willingly joyn with him in the ſale of the Lands in *Fenton*; whereto he anſwered, he knew he would, for he would ſecure him by other lands in lieu thereof. He verily thinketh that *Francis Nevile* did give *G. Copley* ſecurity therein out of the Lands and Milnes of *Newmillerdam*, and it may be that thus much he hath declared to ſeveral perſons. And he doth conceive, and ever hath done, that the Writings which were ſealed by the ſaid Mr. *Copley*, and not ſuffered by him to be read, did not any way concern the Eſtate of *Newmillerdam*.

He

He doth not remember that the ſaid Deed of *Newmillerdame*, was read over to the Witneſſes at the time of the ſealing and delivery thereof. Int. 28.

He at *Wakefield* at *G. Copley*'s Office finding, gave evidence of the execution of writings then produced by *Francis Nevile*, and formerly executed by *G. Copley* to *Francis Nevile*. And at *Barnſly* and at *Doncaſter*, hath been examined of all or ſome of the ſaid Writings. *Francis Nevile* never gave or promiſed him in earneſt any Reward or Curteſie for teſtefying as aforeſaid, other then one quart of Wine, and the merry offer of the Parſonage of *Plumtree*. The Leaſe now ſhewed to him is one of the ſame Leaſes. His Name endorſed as a witneſſe thereof is of his own hand writing. It was executed in his preſence in the life time of *G. Copley* at *Sprotbrough* about 10 *December* 1632. and in the preſence of *James Moſely*, *John Swinden*, *Robert Soreby* and others. *Hugh Everard* K. 8. Int. 20

G. Copley did about 10. *December* 1632. ſeal and deliver divers Writings as his Acts and Deeds and he doth verily believe that the writing now to him ſhewed, is one of them, for that his name is by him endorſed on the Backſide thereof as a Witneſſe. *Thomas Denton* was not preſent in the Room at the time of the ſealing of the ſaid Leaſe. *Hugh Everard* A. 13. Int. 3

He ſaith that his Name endorſed on the Backſide of this Writing, now to him ſhewed, is of his own hand writing ſo far as he can judge by the ſight thereof. Int. 33.

He doth write ſo plain a hand, as he thinketh it may very well be counterfeited, and hath been by Mr. *Elmehurſt*'s Clark, to a Copy of the Regiſter Book of the Pariſh of *Wosbrough* ſent to *York*. Int. 34.

He ſaith that he is not certain whether the ſaid *G. Copley* did deliver the ſaid Writings to the ſaid *Francis Nevile* or no, but thinketh that he did. Int. 19.

Reply.

1. The Interrogatory to the Depoſition *K.*8. *Int.* 20. is leading. Gave you not evidence at *Wakefield* for Mr. *Nevile*'s Leaſes? Have you not at ſundry times ſince, at *Doncaſter* twice, and once at *Barneſly* been examined concerning them. *Hugh Everard* K. 69. Int. 2 read the Interrogatory.

Note, He formerly depoſed for it, mind him of it, and he will do it again.

2. The merry offer, the Parſonage of *Plumtree* (worth 300. *l. per Annum*) is a fair Inſinuation (if not a bribe) to animate him to depoſe for it. K. Int. 20.

3. He knew not the Contents, for *G. Copley* would not ſuffer them to be read. A. Int. 24.
How can he then depoſe abſolutely for them?

4. His Contradictions or Perjuries.

1. *In* G. Copley's *ſealing and delivering of the ſaid Leaſe.*

Francis Nevile's Leaſe is one of the ſaid Writings, it was ſealed and delivered by *G. Copley*. K. Int. 1

Contrar.

He doth verely believe that *Francis Nevile*'s Leaſe is one of them. A. Int. 35.

Note, The former is abſolute, the Latter is limited to his Belief. His Limitation is his legall depoſition.

2. *In the perſon to whom the ſaid Leaſe was delivered.*

G. Copley then ſealed and delivered three Writings to *Francis Nevile*. A. Int. 13

G. Copley executed them to *Francis Nevile*. K. Int. 20.

Sealed and delivered by *G. Copley* to *Francis Nevile*, the one to the other ſeverally. A. Int. 8.

Contrar.

He is not certain whether the ſaid *G. Copley* did deliver the ſaid Writings to *Francis Nevile* or not, but thinketh that he did. A. Int. 19.

Note. 1. He is a deſperate (if not a perjured) witneſſe, to depoſe certainly to three ſeveral Interrogatories and yet he is not certain.

2. What depoſition is thinking that he did, for an Eſtate of 800. *l. per Annum*, and againſt ſuch a Cloud of Witneſſes, and the Act of an honeſt Gentleman upon his Death Bed (no time of diſſimulation) and to the Petitioner his neer Kinſwoman, then but 12. or 13. years of Age, and meerly out of his great affection to her, being born, bred, and then living in his houſe, and not deſiring him to do it.

3. *In the reaſon of his depoſing for it*, viz. *his name to it to be of his own hand writing.*

He doth verily believe that *Francis Nevile*'s Leaſe is one of them, for that his Name is by him endorſed on the backſide thereof. A. Int. 35.

His name endorſed as a Witneſs thereof is of his own Hand-Writing. K. Int. 20.

Contrar.

His Name endorſed on the backſide thereof, is of his owne hand writing, ſo far as he can judge by the ſight thereof. A. Int. 33.

He doth write ſo plain a hand, that he thinketh it may very well be counterfeited, and it hath been by Mr. *Elmhurſts* Clerk to a Copy of the Regiſter Book of the Pariſh of *Wosbrough* ſent to *York*. A. Int. 34 *Emanuel* D. 69. Int.

4. *In* Thomas Walker *and* Richard Elton *their ſubſcribing their names to it as witneſſes.*

He is perſwaded that *Thomas Walker* and *Richard Elton* ſubſcribed their names to it as Witneſſes. A. Int. 8.

Contrar.

He at the ſame time together with the witneſſes aforeſaid, did all ſubſcribe their names to it as witneſſes. A. Int. 13

Note, 1. In the 8. *Interr.* he is but perſwaded, in the 13. he is poſitive that *Walker* and *Elton* ſubſcribed their Names to it as witneſſes. A perſwaſion and a poſitive depoſition is one and the ſame with him. Doth not he make himſelf a deſperate witneſſe?

2. *Thomas Walker* and *Richard Elton* have denyed that they writ their names upon it, and gave good reaſons for it. Do not they make him a perjur'd witneſſe?

5. *In the number of the private writings then ſealed and delivered by* G. Copley *and* Francis Nevile, *and what he conceived they did concern, he is contradicted by five able witneſſes.*

He was a witneſſe to three Writings then ſealed by *G. Copley* to *Francis Nevile*, and to one ſealed by *Francis Nevile* to *G. Copley*. A. Int. 13.

. Int. 24. He doth conceive and ever hath done, that the Writings which were ſealed by the ſaid *G. Copley*, and not by him ſuffered to be read, did not any way concern the eſtate of *Newmillerdame*.

Contrar.

illiam Birks .108. Int. 24. ill. Neſchall . 15. Int. 24. ter Levet. E. 8. Int. 24. 25. illiam Key . 67. Int. 1. manuel Mote . 69. Int. 6. hn Swinden . 48. Int. 7. *Hugh Everard* acknowledged that there were but 2. or 3. private Writings then ſealed and delivered betwixt *G. Copley* and *Francis Nevile*. And that *Francis Nevile* firſt ſealed and *G. Copley* laſt, and that he did conceive, verily believe, and think in his ſoul and conſcience, that they did only concern *Newmillerdame* and its Counterpart, and for that *Fenton* was paſſed away to him and the Feoffees wherein *G. Copley* was intereſſed, that *Newmillerdame* was paſſed to *G. Copley* in lieu and ſatisfaction thereof.

2. John Swinden *another Witneſſe to* Francis Nevile's *Leaſe*.

He, *Hugh Everard*, *Thomas Denton*, *James Moſely*, and *Robert Soreby*, went to the houſe of *G. Copley* in *Sprotbrough*, about 10. *December* 1632. to take an aſſurance of *Fenton* for Mrs *Cutler's* uſe. And there met with two other Witneſſes, which he thinketh were *Thomas Walker* and *Richard Elton*. *G. Copley* and *Francis Nevile* did then and there jointly and ſeverally ſeal certain writings to the number of five or ſix. Whereunto he, and the other perſons aforenamed (except Mr. *Everard* to the Conveyance of *Fenton*) did endorſe their names as Witneſſes. He never met with the ſaid Witneſſes, nor ever was at the ſealing of any other Writing at the houſe of the ſaid *G. Copley*, at any other time but at the time aforeſaid.

nt. 9. All the ſaid Writings were then immediately ſealed one after another. The three Leaſes ſealed by *G. Copley* to *Francis Nevile* were firſt ſealed and delivered. *Francis Nevile's* Writing to *G. Copley* was next ſealed and delivered. The Conveyance of *Fenton* was laſt ſealed and delivered and was read.

nt. 22. The Lands in *Fenton* were *Francis Nevile's*, and he had the money which was paid for them. *Francis Nevile* had made ſome Eſtate of them to *G. Copley* to ſecure him from ſome engagements, which he had entred into for *Francis Nevile*, and therefore *G. Copley* joyned with *Francis Nevile* in the Conveyance of them.

on Swinden . 23. Int. 20. He gave evidence at *Wakefield* at *G. Copley's* Office finding, and twice ſince for ſome Leaſes executed by *Godfrey Copley*. This is one of them. His name unto it is of his own proper hand Writing. It was ſealed and delivered by *G. Copley* to *Francis Nevile*, in the preſence of him, *Hugh Everard*, *James Moſeley*, *Robert Soreby*, all known to him and others then and there preſent, whom he knew not, who ſubſcribed their names on the Backſide thereof. He is perſwaded the perſons whoſe names are endorſed thereon, where the ſame perſons unknown to him who thereunto endorſed their names. The Aſſurance of *Fenton* was the occaſion of his going thither.

on Swinden urt of Wards . 7. Int. 17. *ter Nevile & aſtings.* He ſaith that *G. Copley* delivered a Writing or Writings to *Francis Nevile's* uſe, about *November* was 2. years, to which his name is ſubſcribed as a Witneſſe, which was not publiſhed in his hearing though he deſired it. And ſaith that the ſame Writing or Writings after ſealing and delivering thereof, were to his beſt remembrance delivered ſealed up in a Box to the Complainant *Francis Nevile's* man *William Hawet*. Neither remembreth he who was preſent at the ſealing and delivering of the ſaid Writing or Writings ſave Mr. *Everard* and himſelf.

.. 48. Int. 37. *G. Copley* then ſaid, Couſin *Nevile*, I deliver this as my Act and Deed. Shortly after the ſaid Writings were given in a Boxe, to the ſaid Mr. *Nevile* to his remembrance.

nt. 20. He ſaith that after he had written his name as a Witneſſe to the ſaid Writings, he medled no more with them, and remembreth not whether they were left on the Table or in the Room with the ſaid writings which concerned the Lands in *Fenton* or no.

nt. 38. He depoſed for *Francis Nevile's* ſaid Leaſe, and his two other Leaſes at *G. Copley's* Office finding, but what Lands were comprized within the ſame, he knows not, for they were never read unto him. And the reaſon why he did ſo depoſe, was for that he did ſee his name written on the Backſide thereof, as a Witneſs to the ſame.

Reply.

ohn Swinden K. 69. Int. 20. A. Int. 38. 1. The *Interrogat.* to K. 23. *Int.* 20. is the ſame that was to *Hugh Everard*, and is leading.

2. The Reaſon why he depoſed for the ſaid Leaſe, and *Francis Nevile's* other two Leaſes, at *G. Copley's* Office finding was, for that he did ſee his name written on the backſide thereof as a Witneſſe. He knows not what Lands were in them, for they were never read unto him.

3. His Contradictions or Perjuries.

1. *In the number of Writings then ſealed and delivered by* G. Copley.

A. Int. 9. *G. Copley* delivered three Writings to *Francis Nevile*.

Contrar.

ohn Swinden ourt of Wards . Int. 17. . Int. 7. *G. Copley* delivered a writing or writings to *Francis Nevile's* uſe.

2. *In the number of Witneſſes to them.*

He, *Everard*, *Thomas Denton*, *Moſely*, *Soreby*, *Walker*, and *Elton*, did endorſe their names to them as witneſſes.

Contrar.

ourt of Wards ol. 7. Int. 17 *ohn Swinden* A. 48. Int. 35. He remembreth not who were preſent at the ſealing and delivery of the ſaid writing or writings, ſave Mr. *Everard* and himſelf.

He remembreth not that *Thomas Denton* was in the Room when the writings were ſo ſealed by *G. Copley* as aforeſaid.

Thomas Denton E. 6. Int. 7. *Thomas Denton* did not then ſee any other writings then what concerned *Fenton* there ſealed and delivered by the ſaid *G. Copley*, nor was any witneſs to the ſame, for he went away.

Vide *Francis Nevils* Leaſe. *Thomas Denton* is not endorſed as a Witneſſe upon *Francis Nevile's* Leaſe.

Thomas

Thomas Walker and *Richard Elton* have denyed their names upon it to be of their own hand writing. *ut supra.*
Is not this a Perjury?

3. *In the Perſon to whom the ſaid Writings were delivered after they were ſealed.*

Shortly after the ſealing and delivery thereof, the ſaid Writings were given in a Box to the ſaid Mr. *Nevile* to his remembrance. A. Int. 37.

They were to his beſt remembrance delivered ſealed up in a Box to *Francis Nevile*'s man *William Hawet*. *Court of War* 7. Int. 17.

He remembers not whether they were left on the Table, or in the room with the Writings of *Fenton* or no. A. Int. 20.

Note. The Interrogatorie is, Were they left in the room whilſt you ſtayed there, or were they taken away, and by whom? Will not this Witneſſe ſwear any thing?

4. *In the number of the times of his being at the ſealing of Writings at* G. Copley's *houſe.*

He never met with the ſaid Witneſſes, nor ever was at the ſealing of any other Writings at the houſe of the ſaid *G. Copley* at any other time, but at the time aforeſaid. *viz.* 10. *December* 1632, A. Int. 7.

Contrar.

The Conveyance of *Fenton* was ſealed 10. *Decemb.* 8. *Car.* the Releaſe the 13. of the ſame Month, and Mr. *Nevile* was not there the latter time. St. Gerv. Cut. D. 59. Int. 5.

Thomas Walker ſaw *John Swinden* twice there about ſealing of Writings concerning *Fenton.* *Tho. Walker* B. 75. Int. 1

John Swinden is a Witneſſe to the ſealing and delivering of the Conveyance and Releaſe of *Fenton*, as will appear by the Deeds if produced, as is prayed. *Scio quia vidi.*

Is not this an abſolute Perjury?

Note, That *Hugh Everard*, and *John Swinden*, (the laſt two witneſſes) are thus further infringed.

1. They were not certain whether their names ſubſcribed to the ſaid Leaſe were of their own hand-writing, or no, when the Defendant *Hawet* firſt ſhewed it to them, Inſomuch that *Hawet* left it with them to conſider of it. *Ellen Nevile* C. 1. Int. 2

2. *Francis Nevile* afterwards drunk a Peece with them at *Barneſly*, and made them merry, and then they remembred very well. St. Joh. Waid. B. 20. Int. 6.

3. *Hugh Everard* and *John Swinden* at *G. Copley*'s Office finding at *Wakefield*, depoſed that they could not tell to whom *G. Copley* delivered the ſaid Leaſe, yet four years after they depoſe poſitively, that he delivered it to *Francis Nevile.* *Ro. Bladen* E. 41. Int.

3. James Moſeley *a third witneſſe to* Francis Nevile's Leaſe.

G. Copley and *Francis Nevile* in *Decemb.* 8. *Car.* ſealed and delivered the Conveyance of *Fenton* to *Hugh Everard* and *John Swinden* (parties truſted to receive it) to the uſe of Sir *Gervas Cutler* his Siſter, which occaſioned then his being at *Sprotbrough.* *James Moſely* B. 101. Int. 1.

He, *Everard*, *Swinden*, *Soreby*, and ſome others, whoſe names he hath forgotten, were witneſſes to ſeveral Writings then and there ſealed and delivered by *G. Copley* to *Francis Nevile.* He was never at *Sprotbrough* when any writings were there ſealed but that one time aforeſaid. Int. 2.

He was a witneſſe to certain writings then and there ſealed and delivered by *G. Copley* to the uſe of *Francis Nevile*, *Everard*, *Swinden*, and *Soreby*, were witneſſes to them. *Thomas Denton* was then preſent. He and *Everard* conceived them to be matters of ſecrecy. *James Moſely* L. 57. Int. 2

He verily believes in his Conſcience, that *Francis Nevile*'s Leaſe was ſealed by *G. Copley* at *Sprotbrough* in his preſence. He verily believes in his Conſcience that his name endorſed thereon as a witneſſe is of his proper hand writing. He doth believe in his Conſcience that the names of *Hugh Everard*, *John Swinden*, and *Robert Soreby*, endorſed upon it as witneſſes, are of their, and every of their proper hand writing. Int. 3.

He wrote his name to all the writings ſealed and delivered at *Sprotbrough* betwixt Mr. *Copley*, Mr. *Nevile* and Sir *Gervas Cutler*'s Sifter, which were read over, and not read over with one and the ſame Pen and Ink, and at one and the ſame time. B. 101. Int. 21

All the ſaid writings were not ſealed at one and the ſame time, but there was ſome intermiſſion of time between their ſealing. *G. Copley*'s Writings were laſt ſealed after thoſe to the uſe of Mrs. *Cutler*, but what they were he doth not know. *G. Copley* ſaid unto him, and *Hugh Everard* deſiring to know the Contents thereof, that they were matters of Secreſie between him and his Couſin *Nevile* the Defendant, ſo they did not read them nor hear them read. Int. 3.

G. Copley delivered the ſaid Leaſe to the ſaid *Francis Nevile* himſelf in perſon, and to his uſe, and by it ſelf, and not with any other Writings. Int. 27.

To whom the ſaid *G. Copley* delivered thoſe Writings of ſecreſie not read, he doth not know, but is verily perſwaded they were delivered to Mr. *Nevile*'s uſe. Int. 14.

Reply.

1. He ſaith that he hath no other reaſon to induce him to depoſe that *Francis Nevile's* Leaſe now ſhewed unto him was ſealed and delivered by the ſaid *G. Copley*, but that he believeth the Name *James Moſely* thereunto endorſed is of his own proper hand writing. E. Int. 29.

2. His Contradictions or Perjuries.

1. *In the perſon to whom it was delivered.*

They vvere delivered to *Francis Nevile* by *G. Copley.* E Int. 24

G. Copley delivered it to *Francis Nevile* himſelf in perſon and to his uſe, by it ſelf, and not vvith any other vvritings. Int. 27.

(.rar.

14. To whom *G. Copley* delivered those Writings of Secresie, he doth not know, but is verely perswaded they were delivered to Mr. *Nevile*'s use.

Note. 1. Is he not a rash witnesse to depose to two *Interr.* that the said Lease was delivered to *Francis Nevile*, and in one of them to himself in person? And yet he knoweth not to whom it was delivered.

Note. 2. Of what Validity is his perswasion, that it was delivered to Mr. *Nevile*'s use, to blast the reputation of an honest Gentleman deceased, and to destroy the fortune of a Child and her relations.

2. *In the time when the Writings were sealed and delivered.*

28. He writ his name to all the writings then and there sealed and delivered with one and the same Pen and Ink, and at one and the same time.

Contrar.

Int 3. All the said Writings were not sealed at one and the same time, but there was some Intermission of time between the sealings.

Note. Is not this *Oppositum in apposito?* How could he set his hand to them all as a witnesse at one and the same time, when they were not sealed at one and the same time?

3. *He and* Swinden *contradict one another in the time of their sealing and delivering, and which was first, and which was last sealed and delivered.*

nes Mosely Int. 3. *James Moseley* saith that all the writings were not sealed at one and the same time, but there was some intermission of time between the sealings, and that *G. Copley*'s writings were last sealed after those to Mrs. *Cutler* viz. of *Fenton.*

Contrar.

n Swinden 48. Int. 9. *ra.* *John Swinden* saith that all the writings were then sealed immediately one after another, and that *G. Copley*'s three Leases to *Francis Nevile*, were first sealed and delivered, and *Fenton* Conveyance was last sealed and delivered.

4. *In the persons of the Trustees for Mrs.* Cutler.

nes Mosely Int. 1. *G. Copley* and *Francis Nevile* delivered the Conveyance of *Fenton* to *Everard* and *Swinden* who were parties trusted for Mrs. *Cutler.*

Contrar.

Everard A. .Int. 35. *sup.* *Denton* E. 6. .7. *Hugh Everard* and *Thomas Denton* (not *John Swinden*) were parties trusted for Mrs. *Cutlers* Conveyance.

5. *In* Thomas Denton *being present when* G. Copley *sealed it.*

nes Mosely 1. Int. 2. *Thomas Denton* was present, when the writings of Secresie were sealed and delivered by *G. Copley.*

Contrar.

o. Denton 6. Int. 7. *Thomas Denton* did not then see any other Writings then of *Fenton* sealed and delivered by *G. Copley* for he went away.

. Everard A. .Int. 35. *Iob.* *winden* A. 48 t. 35. *supra.* *Thomas Denton* was not then in the Room or present, when *G. Copley* sealed the said Lease.

6. *In the number of times of his being at the sealing of Writings at* Sprotbrough.

mes Mosely .101. Int. 2. He was never at *Sprotbrough* when any writings were sealed there, but that one time being in *Decemb.* 8. *Car.*

Contrar.

onveyance *Fenton* dat. 0. Decemb. *d the Release* 3. Decemb. . Car. He was there twice (*viz.*) 10. and 13. of the said *Decemb.* when writings were sealed there. The Conveyance and Release of *Fenton* if produced at the hearing (as is prayed by the Petitioners) will shew it, and that he and *John Swinden* are all the witnesses to *G. Copley*'s sealing and delivering of the Release, nor was Mr. *Nevile* there, for other witnesses are set to it upon his sealing and delivery of it, and it bears another date.

4. Robert Soreby *a fourth witnesse to* Francis Nevile's *Lease.*

He deposed for it at *G. Copley*'s Office finding at *Wakefield.*

ir Geo. Wentworth. .14. Int. 2, 3. *ir. Edw. Roads* .19. Int. 2, 3. *Francis Nevile* produced some writing or writings supposed to be made by *G. Copley* at his Office finding at *Wakefield*, but they knew not what writing or writings they were, and there were only three, *Hugh Everard*, *John Swinden*, and *Robert Soreby*, that then gave evidence, that the writing or writings were sealed and delivered by *G. Copley.*

Reply.

1. It's not directly proved that *Soreby* did then give evidence for the Lease in question, for *Francis Nevile* had two other Leases, which he pretended that *G. Copley* had made him then found in the said Office.

2. If he did give evidence for it, he knew not the Contents of it, for the other Three witnesses say that *G. Copley* told them it was a matter of secrecy between him and *Francis Nevile*, and that they neither read it nor heard it read. How then could he depose positively for it?

3. He deposed for it as the rest do, only because he saw his name endorsed upon it, as a witnesse, and experience teacheth that names have too often been and daily are counterfeited.

4. *Robert Soreby*'s Name was endorsed upon the said Lease by the Defendant *Clayton*, after *G. Copley*'s Death, and is of the said *Clayton* his running hand writing, as is proved *infra.*

Hen. Flower M. 43. Int. 8. 5. The Petitioners sought for him, but could not find him that they might have examined him.

6. *Francis Nevile* did not examine him in this Suit, least perhaps the Petitioners should cross examine him. His own Guilt, Mr. *Nevile*'s Subtilty, or both might well cause his absence.

§. 6.

§. 8. *The number of Writings then and there ſealed and delivered by* G. Copley *and* Francis Nevile.

G. Copley and *Francis Nevile*, did jointly and ſeverally ſeal certain writings to the number of five or ſix, whereunto he, and the other perſons aforenamed (except Mr. *Everard* to the Conveyance of *Fenton*) did endorſe their names as witneſſes. *Jo. Swind* 48. Int. 7 *ſup*

Note, This number were then ſealed and delivered by them, beſides this ſaid Leaſe, and his other two Leaſes, found in *G. Copley's* Office, as will thus appear.

G. Copley did then and there ſeal and deliver three or four writings to *Hugh Everard* and *Tho. Denton* for Mrs. *Cutlers* uſe. *Tho. Denton* 6. Int. 7.

Two or three writings were then and there ſealed by them, which concerned *Newmillerdame* and its Counterpart. *Hugh Everar* A. 13. Int. 2 *ſupra.*

Note, *John Swinden's* number is already proved, Mr. *Neville* will make them as many more. *Peter Levet* 38. Int. 25. *ſu*

The Reverſion of the Lands out of which the Lady *Portington* had a Rent charge, my Couſin *Copley* hath given me. *Francis Nevil* *Letter to the* *Lady* Porting ton. 18. Decem *ſupra.*

The Advowſon of the Parſonage of *Sprotbrough* made by *G. Copley* to *Francis Nevile.* *Francis Nevile* Inter. to Sir *Waidſon* G. 11 Int. 9.

The Advowſon of the Parſonage of *Plumtree* made by *G. Copley* to *Francis Nevile*, which *Francis Nevile* ſhewed to Sir *John Waidſon* after *G. Copley's* Death, with but two witneſſes to it, *Thomas Walker* and *Richard Elton*, and afterwards with the increaſe of the other four witneſſes. *Thomas* Proſſ. F. 1. Int. 5.

The Leaſe in queſtion, and *Francis Nevile's* other two Leaſes, found in *G. Copley's* Office, added to theſe, doubleth *John Swinden's* number that he depoſed for. *St. Jo. Waidſo* B. 20. Int. 8. *J. Swinden* 48. Int. 38. *ſu*

Note, If all theſe be produced (as the Petitioners humbly pray) they will further manifeſt the Forgery of the ſaid Leaſe, they will appear all in one dreſſe (*viz.*) to be of one date or thereabouts, of one hand writing, and of the Defendant *Clayton's* hand writing, all ſealed with one ſeal, but (not with *G. Copleys*) all atteſted with the ſame witneſſes; and then *Francis Nevile's* three Leaſes will be multiplied like his witneſſes into ſix, and his witneſſes will be thereby confounded, who have depoſed but for three writings then ſealed and delivered by *G. Copley* to *Francis Nevile.*

§. 9. *The writings then and there ſealed by* G. Copley *to* Francis Nevile *were matters of Secreſie between them.*

James Moſely deſired to know the Contents of the Writings to which he ſubſcribed his hand as a witneſſe, and ſo did Mr. *Everard*, but the ſaid Mr. *Copley* replied they were matters of Secreſie between him and his Couſin *Nevile* the Defendant. *Ja. Moſeley* 101. Int. 3. *ſu*

Note 1. If thoſe Writings not read, were matters of Secreſie between them, *Francis Nevile* then knew their Contents and what they were; But *Francis Nevile* knew not of ſaid his Leaſe till after *G. Copley's* death, at leaſt a year after thoſe writings of ſecreſie were ſealed; *Ergo*, they were other writings and not his ſaid Leaſe which were matters of Secreſie. *Nicb. Brocaſby* A. 4. Int. 53. *Bryan Cooke* 8. Int. 53. *Will. Berks.* 108. Int. 24. *Will. Neſcball* E. 15. Int. 2. *Peter Levet* 38. Int. 24. 25

Note 2. The Writings of Secreſie then ſealed and delivered by *G. Copley* and *Francis Nevile*, were acknowledged by *Hugh Everard* only to concern *Newmillerdame* and its Counterpart, and that *Francis Nevile* had made a Conveyance of it to *G. Copley*, in lieu and ſatisfaction of his the ſaid *G. Copley's* joyning with *Francis Nevile* in the ſale of *Fenton* to Mrs. *Cutler*. This is proved by theſe five witneſſes.

Note 3. *G. Copley* in likelyhood to conceal *Francis Nevile's* being engaged to him (having then ſold *Fenton* and *Newmillerdames* Conveyance to be made to him by *Francis Nevile* in lieu of it) told the witneſſes they were matters of ſecreſie between them; *Francis Nevile* by this paſſage deluded four of his Witneſſes. *Will. Key* D. 6 Int. 1. *Emma Mote.* D. 69. 1.

4. *Interrogate* at the hearing, if the Defendant *Clayton* hath not acknowledged that he and *Francis Nevile* by the Counterpart of the Conveyance of *Newmillerdame* (after many tryals to write *G. Copley's* and the ſix witneſſes names, and becauſe they could not write ſo well as *Hugh Everard's* name was written to it) ſet to it ſome of the witneſſes names at the firſt time (which as Sir *John Waidſon* hath depoſed, were *Thomas Walker's* and *Richard Elton's*) and afterwards *Francis Nevile* writ the three witneſſes names to his ſaid Leaſe, which are in a kind of a Roman hand, and he the ſaid *Clayton* writ the other three witneſſes names to it, which are written upon it in a Secretary hand? or did not the ſaid *Clayton* acknowledge to you ſome or what words to this effect? 6 *ſupra* Inter. this

§. 10. Francis Nevile's *Leaſe is not ſealed with* G. Copley's *Seal of Arms, with which he always ſealed his writings, and ſaid that he never would ſeal any but with it, nor is his Name to it of his own hand writing.*

1. G. Copley *would never ſeal any writing but with his ſeal of Arms, and deſired Mr.* James Pinckney *to diſavow any writing produced after his death as his Act and Deed if not ſo ſealed.*

G. Copley ſealed a Statute to him with his Ring, with four ſeveral Coats of Arms upon it, and he then ſaid to him that he never uſed to ſeal any writings but with that Seal. The Impreſſion of the Seal to *Francis Nevile's* Leaſe in his judgement is not the Impreſſion of the ſaid Seal. *Tho. Vincent* A. 1. Int. 127

G. Copley ſaid to Mr. *James Pinckney*, offering him a ſeal to ſeal a Tenants Leaſe, becauſe he had not his own upon him, you ſhall not, for I will never ſeal any Leaſe or other writing but with my own Signet; ſaying further to him, If you overlive me, and any writing ſhall be produced as my Act and Deed, and the ſame not ſealed with my ſeal of Arms, I pray you diſavow it to be my Act and Deed, for my Signet and hand ſhall always go together. And *G. Copley* thereupon ſent her into his Chamber, and ſhe fetched *Ann Walker* A. 141. Int. 192.

him his ſealed Ring, and he then and there told Mr. *Pinckney*, that he would never ſeal any Leaſe or Deed but it ſhould be ſealed with that Signet, for his hand together with that ſeal, ſhould ever go along at all writings which he ſealed.

2. G. Copley *ſealed all the writings which he ſealed (when* Francis Nevile *pretendeth that his Leaſe was ſealed by him) with his Ring Seal of Arms.*

n Swinden 8. Int. 16. *b. Elton* A. 8. Int. 16. *n Nevile* 1. Int. 8.

All the ſaid writings which the ſaid *G. Copley* ſealed as aforeſaid at *Sprotbrough* were ſealed with one and the ſame Seal, which he thinketh was a Ring.

All the writings which the ſaid *G. Copley* ſealed at the time aforeſaid, ſealed with his own Seal, which had his Coat of Arms upon it, and was in a Ring which he comn carried at his purſe.

Mr. *Godfrey Copley* always ſealed all writings that ever ſhe ſaw him ſeal ..th his Seal of Arms, and therefore ſhe believeth that he ſealed all the writings he then and there ſealed with his Seal of Arms, and as ſhe well remembreth he then pulled out his Purſe, whereunto was his Ring with his Seal of Arms affixed to the ſtring thereof, and with that Seal he ſealed thoſe writings ſhe then ſaw him ſeal.

mas Walker 75. Int. 2.

All the Writings which were ſealed by *G. Copley* in his preſence whereunto he was a witneſſe, were ſealed with one and the ſame Seal, being with his the ſaid Mr. *Copley*'s ſeal of Arms, and he doth very well remember, that to ſeal the ſaid Writings, he pulled out his Purſe, to the String whereof was fixed a Ring, wherein was engraven his Seal of Arms, and which ſeal he uſually carried about him; and with which ſeal he ſealed the ſaid writings, and he took good notice thereof, and well remembreth that there was a good ſum of money in the ſaid Purſe.

3. *Mr.* Nevile's *Leaſe is not ſealed with* G. Copley's *Seal of Arms, nor is his name upon it of his own hand writing. Nor hath* Francis Nevile *examined a witneſſe to prove the Seal or hand to be* G. Copley's.

ſph Beamont 86. Int. 127

G. Copley when he ſealed him a Leaſe, called for his own ſeal, with which he ſealed it, and the Impreſſion of that ſeal is not like to the Impreſſion of the ſeal to the writings now ſhewed to him.

uuel Bower 172. Int. 7.

He doth not believe that the Impreſſion of the Seal affixed to the writing to him now ſhevved, is the Impreſſion of the ſeal of Arms of the ſaid *G. Copley*, vvherevvith he did uſually ſeal ſuch Writings as he hath ſeen him ſeal, ſince he vvas acquainted vvith him.

m. Haſtings am. 53. Int.

Mr. *Nevile*'s Leaſe vvhen he firſt ſavv it, vvas not ſealed vvith the uſual ſeal of Arms, vvherevvith the ſaid *G. Copley* uſed to ſeal his other Conveyances and Leaſes, nor vvherevvith he ſealed the Petitioners Leaſes, but vvith ſome other ſeal.

n Nevile 1. Int. 12.

The Impreſſion vvherevvith this ſeal is preſſed, neither is, nor ever vvas the Impreſſion of *G. Copley*'s ſeal of Arms, vvherevvith he ſealed the Conveyance of *Fenton*, ſhe doth not knovv nor believe that this Deed vvas ſealed and delivered by the ſaid *G. Copley* to the ſaid *Francis Nevile*.

an Smith 188. Int. 31.

The ſeal affixed to the Writing novv to him ſhevved, is not the ſeal of Arms of the ſaid *G. Copley*. Neither doth he believe that the name of *Godfrey Copley* undervvritten to the ſaid Writing novv ſhevved unto him, vvas of the ſaid *G. Copley*'s ovvn hand vvriting. And he the better knovveth ſo to depoſe, for that he ſerved the ſaid *G. Copley* as his Butler and Clerk three years together.

Note, Mr. *Nevile*'s Guilt vvas ſo great, as he durſt not examine a Witneſſe to prove the hand or ſeal to be *G. Copley*'s.

Non teſtes, ſed teſtimonia rerum Judicis conſcientiam informare debent.

§. 11. *Who writ* Francis Nevile's *ſaid Leaſe and his* Yorkſhire *Leaſes, and when, and where and what was given or promiſed for writing them?*

1. Francis Nevile *knows not who writ them*, &c.

ancis Nevile am. 18. Int.

Francis Nevile knovveth not vvho vvrit his ſaid Leaſe, nor vvhen nor where it was written, nor who procured it to be written; neither doth he know whether the Defendant *Clayton* writ it or not, nor what reward was given or promiſed for the writing thereof.

t. 24.

He doth not know that the ſaid Leaſe was vvritten by the ſame man that ingroſſed another Leaſe of the ſame date, made to him by the ſaid *G. Copley*, of the Demeaſnes of *Sprotbrough* and other Lands for Tvventy one years.

2. *The Defendant* Clayton *did not write the ſaid Leaſe*, &c.

ill. Clayton xam. 1. Int. 2.

William Clayton did not vvrite the ſaid Leaſe, nor doth he knovv, vvhen or vvhere it vvas vvritten or vvho procured it to be vvritten, nor had he any Revvard given nor promiſed for vvriting it.

Note, That *Francis Nevile* and *William Clayton* have perjured themſelves, and that his ſaid Leaſe, and his other tvvo Leaſes found in *G. Copley*'s Office, are of *William Clayton*'s hand-Writing, and vvere vvritten by him after *G. Copley*'s death, as vvill thus appear.

1. Francis Nevile *knows the Defendant* Clayton's *hand writing.*

er Gleidhill 101. Int. 1.

Francis Nevile and the Defendant *Clayton* have been of long acquaintance, and *Nevile* hath employed *Clayton* in many of his Affairs, and in vvriting for him, and in Suits of Lavv, and he believes in his conſcience that he is vvell acquainted with *Clayton*'s hand writing.

rev Ap John 50. Int. 24.

The Defendant *Clayton* hath made ſome Leaſes for *Francis Nevile*'s Tenants, and he believes that *Francis Nevile* knows his hand writing, and *Clayton* made a Conveyance of a Cottage or two, which Mr. *Francis Nevile* purchaſed.

2. *The Defendant* Clayton *writ* Francis Nevile's *ſaid Leaſe, and his* Yorkſhire *Leaſes after* G. Copley's *death, and* Francis Nevile *took them from him, without ſeals at them, and promiſed him* 40 l. per annum *for it, but not performing it; and for his the ſaid* Francis Nevile's *Arreſting Mr.* Sunderland *for* 200 l. *being* Clayton's *Surety to him,* Clayton *revealed it. But* Francis Nevile *hearing of it reconciled himſelf to him by Gifts and Loans of money to him and his Wife, and by freeing him from Arreſts, and releaſing of his own Letter of Attorney, to ſue the ſaid* Clayton. She

Shee heard the Defendant *Clayton* ſay, that ſince the Death of *G. Copley*, he had ... *rancis Nevile* good ſervice as concerning *G. Copley*'s Lands in *Nottinghamſhire*, and as concerning a Leaſe of *Sprotbrough*, and that *Francis Nevile* had promiſed him 40. *l. per Annum* for it, but now his turn was ſerved, he ſlighted him, and would not perform his promiſe, nor do him any other courteſie. *Ellen Nev.* C. 1. Int.

The Defendant *Clayton* ſaid, that Mr. *Nevile* then took from him the ſaid Writings. Int. 16.

She heard the ſaid *Clayton* ſay, that he had made Leaſes of the ſaid *G. Copley*'s Lands in *York-ſhire* and *Nottinghamſhire* for *Francis Nevile*. Int. 17.

He hath at ſeveral times heard the Defendaut *Clayton* ſay, that he had been imployed by and for the Defendant *Nevile*, as well in *Nottinghamſhire* as elſewhere abroad, and complained that *Francis Nevile* neglected him, ſaying, that now Mr. *Nevile* had got his own ends, he would do nothing for him. The occaſion of theſe Speeches was, his demanding of *Clayton* 200 *l.* which Mr. *Sunderland* had paid to Mr. *Nevile* for the ſaid *Clayton*. *Peter Glein* C. 101. In

The Defendant *Clayton* after *Chriſtmas* was Twelve months, at *Iſaac Wormall*'s houſe, being told that he dealt ill with Mr. *Sunderland* to ſuffer him to be taken in execution, being but a Surety for him to Mr. *Nevile*; He anſwered that *Francis Nevile* had no reaſon ſo to proſecute Mr. *Sunderland*, for he had given him the Defendant *Nevile* directions to make Writings, whereby he had got into his Purſe 7000 *l.* *Thomas Bre* A. 47. Int.

The Defendant *Clayton* ſaid to him (telling him how the Defendant *Nevile* exclaimed of him to him) It's beſt for Mr. *Nevile* to be quiet or elſe I will tell. He heard the ſaid *Clayton* ſay, that Mr. *Nevile* had ſetled 10 *l.* a year upon his Wife if he the ſaid *Clayton* ſhould dye before her. And that the Defendant *Nevile* had lent him a 100 *l.* for a Stock. *Thomas Rain* C. 118. Int.

He about four years ſince was bound to *Francis Nevile* for the Defendant *Clayton* at his requeſt for 50 *l.* principal Debt, and at *Clayton*'s perſwaſion they then gave a Warrant of Attorney to acknowledge Judgements upon it, and *Nevile* then lent but 20. *l.* whereof he this Deponent had only 5 *l.* but *Francis Nevile* promiſed the other 30. *l.* when they came into the Country, and to pay the one half to the one, and the other half to the other, but he never paid any to him, nor to *Clayton* that he knew of, and ſhortly after the money was due, *Francis Nevile* took out Execution againſt this Deponent who paid *Francis Nevile* 59 *l.* in diſcharge thereof. *Samuel King* A. 63. Int.

The Defendants *Nevile* and *Clayton* have been long acquainted, and the ſaid *Nevile* hath much befriended him, and freed him from ſome Debts for which he hath been arreſted, and the Defendant *Nevile* hath employed the ſaid *Clayton* in his Suits of Law, and he verily believeth that the Defendant *Nevile* doth well know the Defendant *Clayton*'s hand writing. *Robert Benſo* C. 50. Int.

Henry Kitchen was bound with the Defendant *Clayton* to pay a certain ſumme of money (but how much he knoweth not) to *Francis Nevile*, and being ſued for it, Mr. *Medcalfe* paid it for *Kitchen* to *Nevile*. Int. 29.

Mr. *Nevile* made a Letter of Attorney to the ſaid Mr. *Medcalfe* to ſue the ſaid Bond againſt the Defendant *Clayton*, and before the Tryal he made a Releaſe or ſome other Act, which troubled Mr. *Medcalfe* and put him to much charge. Int. 30.

He heard the Defendant *Clayton* ſay, he could have what money he would of the Defendant *Nevile*, for that he had done him a courteſie. *Thomas Ratch* C. 118. Int.

He being in company with Mrs. *Ellen Nevile*, at her Chamber in *Grayes-Inne-lane*, heard the Defendant *Clayton* then and there tell her that he writ Three Leaſes of all *G. Copley*'s Lands for the Defendant *Francis Nevile*: But he ſaid that he never ſaw them either ſealed or delivered, nor ſaid he who writ the witneſſes names thereunto, but ſaid that the Defendant *Hawet* could tell, and he then ſaid that he writ the ſaid Leaſes after the death of the ſaid *G. Copley*. *Robert Lund* A. 127. Int.

He heard the Defendant *Clayton* ſay, he could produce the man that did write the Leaſe now in queſtion if need ſhould require. *Thomas Ratcli* C. 118. Int.

Obadiah Martin and the Defendant *Clayton* at *Marr* ſhortly after *Michaelmas* laſt, being taking of divers Leaſes which Mr. *Copley* of *Sprotbrough* had made to the Defendant *Nevile*, asked him his name, and he told him *Clayton*; whereupon *Martin* replied, Are not you the man that made the forged Leaſe of *Plumtree* and other Lands, which the ſaid *Nevile* claimeth to have from the ſaid *G. Copley*? whereunto the ſaid *Clayton* anſwered that he was the man that made the ſaid Leaſe as aforeſaid, further ſaying that he had made many Leaſes for the ſaid *Nevile*, which he never ſaw ſealed. And alſo then ſaid, the Complainant had taken a wrong courſe to make him a Defendant in his Suit, but if he had made him a witneſs and not a party, he would have ſpoken truth and done him more good therein. *Lewis Wiggan* A. 126. Int.

3. *The Defendant* Clayton *ſaid he would deny that he writ the ſaid Leaſe, becauſe he was made a Party, and he was not bound by Common Law to accuſe himſelf, and a Divine had told him, he might diſpenſe with his Oath in that Caſe, and it was the ſafeſt way to ſave his ears.*

The Defendant *Clayton* came to his houſe at *Marr* in *October* laſt, and there of himſelf ſpeaking of this Suit, told him, that Dr. *Levett* had made him a Party, and ſaid that thereby he would overthrow his Cauſe, for if he had reſerved him for a witneſs, and made him no party, he ſaid he could, and would then have done him good, and that no body elſe could do it but himſelf, and did intreat him to acquaint Dr. *Levett* with ſo much, and ſaid then he would do him good; and his Wife could alſo be a witneſſe for him, but if he continued him as a party, then he was not bound to accuſe himſelf neither by the Common Law, nor by the Divine Law: For he had talked with a Divine to that purpoſe, who told him that he might in ſuch a caſe diſpenſe with his Oath, becauſe it concerned himſelf as a party, and deſired him alſo to acquaint the ſaid Doctor with ſo much; which this Deponent was unwilling to do, they being both his friends, leſt he ſhould be brought in as a witneſſe, yet the ſaid *Clayton* did urge him to do it, although he told him that nevertheleſs he thought the ſaid Doctor would make him a Defendant, whereupon the ſaid *Clayton* anſwered, that if he did he would deny all. *Thomas Lewis* B. 43. Int.

dish Martin 122. Int.

The Defend. . *Clayton* ſhortly after *Michaelmas* laſt, came to Mr. *Lewis* his houſe in *Marr*, where he heard the ſaid *Clayton* intreat the ſaid Mr. *Lewis* to move the Complainant Dr. *Levett*, that he would produce him as a witneſſe, and not make him a party to this Suit, further ſaying that if he was made a party, he would deny all the Charges that were or ſhould be objected againſt him in the ſaid Bill. And further then ſaid that he had had conference with a Divine about the ſame, who had adviſed him ſo to do, and told him that he was not bound to betray himſelf in his Anſwer, if he was made a Party to the ſaid Suit, and therefore he the ſaid *Clayton* was fully reſolved not to ſwear or do any thing to hurt or prejudice the Defendant *Nevile* or his Leaſes: But ſaid that if he had not been made a Party, but been produced as a witneſſe in this Cauſe, he would have ſworn the Truth.

:. 142. He heard the ſaid *Clayton* then ſay that he was very deſirous that the Complainant ſhould not make him any party to this Suit, further then ſaying, that if he did make him party thereunto, he would abſolutely deny all the ſeveral Charges laid againſt him in the ſaid Bill; but if would forbear to make him a party therein, and produce him as a Witneſſe, he would then ſwear the truth, and both would and could do him good therein.

onard Wray 143. Int. :1. 142. The Defendant *Clayton* came to his houſe ſhortly after *Michaelmas* laſt, and ſpeaking of this Suit told him that Dr. *Levett* had done himſelf wrong, to make him the ſaid *Clayton* a Party to the ſaid Suit. But if he had produced him as a Witneſſe and not made him a Party, he could and would have done the ſaid Dr. *Levett* ſome good therein as a Witneſſe, further then ſaying that ſeeing he was made a Party, he would deny all the Charges objected againſt him, and this was the ſafeſt way to ſave his ears, and although he had ſpoken broadly heretofore of that buſineſſe, yet now he would ſay or anſwer that he ſpake it in his drink. And he further then ſaid unto him, that ſomething was included in this little breaſt of his concerning that matter, which he would not divulge.

4. Francis Nevile's *ſaid Leaſe, and his* Yorkſhire *Leaſes (found in* G. Copley's *Office) are of one hand writing, and of the Defendant* Clayton's *hand writing, and ſo is ſealed and delivered in the preſence of, and the names of* Thomas Walker *and* Robert Soreby *upon the ſaid Leaſe in queſtion are of the Defendant* Clayton's *running hand writing.*

mon Fawcet 113. Int. 19. He was the Defendant *Clayton*'s Brothers Clerk, and is very well acquainted with the Defendant *Clayton*'s hand writing, and doth believe that Mr. *Nevile*'s Leaſe of *Plumtree* is of the hand writing of him the ſaid *William Clayton*, for that the ſame is written with the very Character of him the ſaid *William*, although ſome words are made to differ from his hand, and are written with a fuller Letter then he did uſually write.

nt. 23. He telling Mr. *John Clayton* (the Defendant *Clayton*'s Brother) that he thought the Complainant would examine him, if he knevv the Leaſe in queſtion to be of the Defendant *Clayton*'s hand Writing, unto vvhich Mr. *John Clayton* replyed, that there vvas no queſtion but it vvas his hand vvriting.

nt. 28. He doth verily believe that the Defendant *Clayton* vvrit the Witneſſes names endorſed on the back of the ſaid Leaſe, named *Thomas Walker* and *Robert Soreby*, being Wtitten in Secretary for that it is very like his running hand.

ho. Ratcliffe 2. 118 Int. 19. He hath ſeen divers Writings vvritten by the ſaid *William Clayton* both in paper and parchment, and is well acquainted with his hand Writing. He doth believe that the Writing novv ſhewed unto him is of the proper hand Writing of him the ſaid *William Clayton*, for that the Characters of the Letters, and the fullneſſe of the hand are very like the Character of him the ſaid *William*, and eſpecially for that the words (ſealed and delivered in the preſence of) on the backſide of the ſaid Writing, are as he believeth in his Conſcience, his the ſaid *William Clayton*'s own hand Writing.

Int. 22. He ſaith that ſo far forth as poſſibly one man may know another mans hand Writing that did not ſee him write it, he knoweth and verely believeth in his Conſcience that the Defendant *William Clayton* wrote the Endorſement upon the ſaid Leaſe of *Plumtree*.

Henſon Broome Court of Requeſts, ex parte Ellen Nevile fol 41. Int. 11. *Francis Nevile* produced three Leaſes at *G. Copley*'s Office finding at *Wakefield*, vvhich vvere found in it to be to his uſe, and which Leaſes being vievved by this Deponent, vvere by him conceived to be the hand Writing of the ſaid *William Clayton*, vvho vvas there and then preſent, vvhoſe hand Writing he had formerly often ſeen. This Deponent telling Mr. *John Clayton* (Brother to the Defendant) that he had heard that he had ſaid at *G. Copley*'s Office finding: *Will.* Theſe Leaſes are of thy hand Writing; the ſaid Mr. *John Clayton* gave him this Anſvver, ſay nothing thereof to Mr. *Nevile*.

John Clayton C. 68. Int. 24. He vvas of Council vvith the Defendant Mr. *Francis Nevile*, vvhen the Office vvas found at *Wakefield*, after the death of the ſaid *G. Copley*, concerning ſuch lands as he dyed ſeiſed of, and did ſee, read, and peruſe the three Leaſes before metioned, and did conceive them all to be of one hand vvriting, and the ſaid *Francis Nevile* did produce them, and gave them in evidence to the Jury, and he had them in his hands, and did then conceive that they vvere of the hand Writing of the ſaid Defendant *William Clayton*.

5. *Mr.* John Clayton *(the Defendants Brother) knoweth the ſaid Leaſes to be forged, and for* 500 *l. would have diſcovered it.*

Darcy W. ſhington B. 55. Int. 2 The Defendant *Clayton*'s Brother (Mr. *John Clayton* Counſellor at Lavv) acknovvledged to M. *Waſhington* that he knevv a vvay to overthrovv the ſaid Leaſes, but demanded 500 *l.* (*viz.*) 300 *l.* in hand, and 200 *l.* to be ſecured, and offered to engage his Land for repayment, in caſe they vvere not overthrovvn, and he ſaid it vvas to be done by the Defendant *Clayton*. And *John Clayton* did often importune him, and uſed ſeveral Arguments to embrace the ſaid offer and contract.

Rob. Benſon. C. 50 Int. 20. *Ellen Nevile* C. 1. Int. 18, 43 Mr. *John Clayton* ſaid that they vvere executed privately, and there vvere but tvvo or three at the execution of them, or that knevv of it, and that the Defendant *Clayton* vvrit them out of the Inſtructions vvhich *Francis Nevile* gave him under his ovvn hand.

6. Francis

6. Francis Nevile *did not examine the Defendant* Clayton *upon his Leaſe.*

Francis Nevile by an Order of Court examined the Defendant *Clayton de bene eſſe*, and did not examine him upon the view of his Leaſe, whether he writ it or no. Order 8. M 14. Car.

Interrogate. Did not you hear the Defendant *Clayton* ſay, that he cared not what Dr. *Levett* could do againſt him. For he had written the ſaid Leaſe only for his hire, and *Francis Nevile* took it from him unſealed, and to be ſure the Doctor could not perjure him, for he had only denyed that he writ the Leaſe which Mr. *G. Copley* had made to *Francis Nevile*, let him ſhew me the Leaſe in queſtion, and if it be of my hand writing, I writ it about a month after *G. Copley*'s death, and if *G. Copley* could then make it to *Francis Nevile*, I will be hang'd for it, or to this effect. Inter. this

7. *The Defendant* Clayton *knew not what to depoſe becauſe he ſaw not the ſaid Leaſe.*

The Defendant *Clayton* ſaid, that in regard he could not ſee *Francis Nevile*'s Leaſe, he knew not what to ſwear unto, but if he might ſee it, he could tell whether he writ it or not. *Will. Gray* B. Int. 9.

8. *The Leaſe was not produced into the Court when the Petitioners examined* Clayton.

The ſaid Leaſe was not produced into Court when the Petitioners examined the Defendant *Clayton*, they intended to have examined him *ore tenus* upon view of the ſaid Leaſe, at the hearing, if it was his hand writing, but *Francis Nevile* ſent him into the Country to prevent it, and gave him 100 *l.* (as the ſaid *Clayton* hath ſince acknowledged) to be abſent, as the Petitioners hope to prove. Inter. this.

9. *What did* Francis Nevile *give* Clayton *to put in his Anſwer to the Petitioners Bill?*

Interrogate. If *Francis Nevile* gave not the Defendant *Clayton* 20. *l.* in gold to put in his Anſwer to the Petitioners Bill in the *Star Chamber*, which Mr. *Nevile*'s Counſell had drawn up, without the ſaid *Clayton*'s privity? And did not *Clayton* alſo ſhew you the Gold which he ſaid that *Francis Nevile* had given him? Inter. it.

10. *Did not the Defendant* Clayton *reveal the Forgery of the ſaid Leaſe when* G. Copley's *Office was found?*

Interrogate. If the Defendant *Clayton* ſaid not immediately after *G. Copley*'s Office was found, I will tell you the beſt Jeſt that ever you heard. How ſay you, but *Francis Nevile* and I have written the ſix witneſſes names, to the three Leaſes, which Mr. *Nevile* hath produced, pretending them to be made by *G. Copley* unto him, that three of the witneſſes have this day depoſed, that they writ their names to them with their own hands? Have you ever heard ſuch a jeſt in all your life time? or ſpake he any, and what words to this effect? Inter. this.

11. *Did not the Defendandant* Clayton's *Wife warm the Wax in a Pan for to ſeal the ſaid Leaſes which were found in* G. Copley's *Office?*

Interrogate. If the Defendants *Francis Nevile*, and *William Clayton* did not (when they forged the ſaid Leaſes) give the ſaid *Clayton*'s Wife wax to warm in a Pan, and whether (ſhe overheating it, or burning it to the Pan ſide) the ſaid *Nevile* and *Clayton* did not take wax from old Evidences, becauſe the ſaid Leaſes were antedated about a year, and put it to them? And did not the ſaid *Clayton* then ſay to *Francis Nevile*, he hoped he would have no ſwearing for them? To which *Francis Nevile* replyed with an Oath. *(Will.)* doſt thou think I am mad? I'll warrant thee no ſwearing, I have but a couple of Fooles *(Copley* and *Haſtings)* to deal with, I will onely ſhew them the Leaſes and get a compoſition of them, and that's all I look for. And did not *Francis Nevile* then carry them away from the ſaid *Clayton* without any ſeals put to the ſaid wax? or what elſe was done or ſpoken then to this effect? Inter. this.

12. William Clayton's *Deed with a clauſe of Revocation.*

Interrogate. If the Defendant *Clayton* did not ſhew you a Deed, which had a clauſe of Revocation in it, and tell you that by the help of it, he and *Francis Nevile* made the clauſe of Revocation, which he the ſaid *Clayton* writ in *Francis Nevile*'s Leaſe now in queſtion, or to this effect? Inter. this.

13. *Did not the Defendant* Clayton *leave the manner of the forgery under his hand, with a Counſellor at Law, to be produced into the Court of* Star Chamber, *in caſe* Francis Nevile *brought him not off clear?*

Interrogate. If the Defendant *Clayton* writ not over the whole forgery of the ſaid Leaſe, and left it with a Councellor at Law, to produce to the ſaid Court of *Star Chamber*, in caſe *Francis Nevile* brought him not off then clear, as he had promiſed him to do; further ſaying, I have confeſſed that I did write it after *G. Copley*'s death, and it's proved to be my hand writing, and therefore I expect nothing but a cenſure; and perhaps his ſending of me away, is to lay it upon me, and ſave himſelf, if he do, then produce it; for this is the true manner of our forging of it after *G. Copley*'s death. Inter. this,

14. *What was the Defendant* Clayton's *confeſſion of his forging* Francis Nevile's *Leaſe upon his death-bed?*

Interrogate. If the Defendant *Clayton* did not in his Sickneſſe a little before his death, ſay that his making of Mr. *Nevile*'s ſaid Leaſe, did lye more heavy upon his Soul and Conſcience, then all the things he had done in all his Life time. And deſired God to ſpare him but one year longer, and ſaid unto his Wife, thou knoweſt enough concerning the forgery of it, diſcharge thy conſcience if ever thou ſhalt be examined about it, or to this effect? Inter. this.

§. 12. *How got* Francis Nevile *his ſaid Leaſes?*

She ſaith that ſhe heard Mr. *Francis Nevile* (being in diſcourſe with her Husband touching his Leaſes or Eſtate he claimed from *G. Copley*) ſay that ſo he got the ſaid Leaſes or Eſtate, he cared not how he got them; Her Husband or ſome other replied, he hoped he would not get them with ſwearing; but ſhe remembers not what was Mr. *Nevile*'s Anſwer. *Eliz. Rogers* B. 3. Int. 10.

Note, Is it not likely that *Francis Nevile* gave then ſuch an Anſwer as he gave to the Defendant Mr. *Haſtings* upon the like Queſtion. *(viz.)* Who would not ſwear everlaſtingly for ſuch an eſtate as that? as is proved in their Combination. *Infra.*

§. 13. Francis Nevile's *Contradiction and Perjury about his first knowledge of the said Lease.*

1. *His Contradiction.*

ge Clarke 2. Int. 1. *Francis Nevile* knew of the said Lease before he entred into the Award between the Defendants *Copley* and *Hastings*.

Contrar.

l Savile 7. Int. 4 He knew not of it when he made the said Award or Agreement between *Copley* and *Hastings*.

l Goodhand 2. Int. 2 He offered to make good by Oath in the *Court of Wards*, that he knew not of it when he made the said Agreement, and a Book being tendred he was ready to swear. Sir *Walter Pye* then said, he was either a Knave or a Fool to make such an Agreement if he knew the Contents of it.

2. *His Perjury.*

He knew of it before the said Award or Agreement was made.

. Nevile's m. 18. Int. When he did mediate a peace, and end some differences between *William Copley* and *Edmund Hastings* about the said Lease of the Mannor of *Plumtree*, he was not fully satisfied of the validity of his own Lease.

Note, Then it was in being, and he knew of it. Validity presupposeth both.

Contrar.

. Nevile's wer Court Wards to endant Co- 's Bill. fol. He knew not of his said Lease before the said Award or Agreement was made, but found it after. It is very true that after the sealing of the said Articles he did find that he had a Term and Interest amongst other things in the Mannor of *Plumtree*, in the County of *Nottingham*, of which by the said Articles and Agreement the Complainant *Copley* was to make the said *Edmund Hastings* and his Wife a Lease for Twenty one years paying Two pence Rent.

§. 14. *Mr.* G. Copley *when he made the Petitioners Leases, made also divers Leases of his* Yorkshire *Lands, some for money, some for reward of Service, and others for love, and all the Tenants enjoy them quietly, notwithstanding* Francis Nevile's *former pretended Lease of the said Lands, which he also got found in* G. Copley's *Office.*

y Shaw 94. Int. , 156, 157. fry Winter 7. Int. 155, , 157. *G. Copley* when he made the Complainants Leases, made also a Lease to *Christopher Handly*, for sixty pounds Fine, and the old Rent. He also then made a Lease of his purchased Lands in *Newton*, to *Edmund Hastings* and his Wife, to pay to three Servants as a requital of their pains they took with him in his Sicknesse, Ten pounds *per Annum* a piece, and charged Mrs. *Hastings* to pay them, which she promised and vowed to do. He then made two Leases to *Coates*, and a Lease to Mr. *Copley* of *Loversall*, and a Lease to *Beaumond* in *Sprotbrough*; *G. Copley* then caused an Error in one of them to be amended, and told *Beaumond* (then desiring a longer time) that if he made it for above twenty one years, or abated him any Rent, it would be void. All which as well of his purchased Lands, as of his other Lands in *Sprotbrough*, are still enjoyed by the several Tenants, notwithstanding the Lease which Mr. *Nevile* produced of the same Lands, as formerly made unto him by the said *G. Copley*.

Note 1. That *G. Copley* being an honest Gentleman, would not have expressed a Requital of pains to his Servants, and have forced Mrs. *Hastings* to promise and vow to pay them, much less have taken his Tenant *Handley*'s 60. *l.* Fine for a Lease, if he had made *Francis Nevile* a former Lease of their Lands.

2. If *G. Copley* rectified an Error in one of the said Leases, and took such care to prevent *Beaumond*'s Lease from being void. Had he made Mr. *Nevile* a former Lease to make it void?

3. If *G. Copley* had made Mr. *Nevile* a Lease a year before of the same Lands. Would Mr. *Nevile* have suffered all these Tenants (most of them at the old rent) quietly to enjoy their Leases?

§. 15. Francis Nevile's *Reproof of the Defendant* Copley *for troubling* G. Copley's *Will, Leases and Writings lawfully executed and duely made and letten by him before his death.*

an. Nevile's swer to Defendant Copleys ll Court of ards fol. 15. By which their secret dealings, combination or confederacies, they or one of them (the said Complainant, and *Ralph Copley*) troubled all men, that either claimed any thing by the said *G. Copley*'s Will, or by Lease or by Writings from him, insomuch as the very Tenants were both threatned and troubled for their Leases and Lands, which were lawfully executed, and duely made and letten by the said *G. Copley* unto them before his death.

Note, *Francis Nevile* reproveth the Defendant *Copley* in this his Answer upon Oath, for troubling the Petitioner aswell as others about their Leases, which were lawfully executed, and duly made and letten by the said *G. Copley* before his Death.

How then can he now pretend that his said Lease was made by the said *G. Copley* of the same Lands a year before? *Ex ore tuo te judicabo.*

§. 16. Francis Nevile's *counterfeited Letter to the Petitioner Dr.* Levett.

Mr. Dr. Levett;

I *Am your Neighbour and shall ever wish you well, and upon any occasion will be ready to do you faithful Service; be pleased to be advertised by me who am able to give you Counsell, I hear that you have preferred a Bill against Mr.* Nevile *of* Cheete *and others in the Star Chamber for forging a Lease of* Plumtree, *and some other Misdemeanors, I am sorry you have gone so far, for I know there hath been too much both said and done in these things already. I know many, or almost all the witnesses to all his Leases, and they have already*

already sworn to the execution of them. Those that I know which are sworn, are honest, able, and religious men, I have conferred with them, and you will find it impossible to do any good in that matter; if you have any dependency of his Mothers Information, you will find that she will say much, but there is nothing in her but untruth and Inconstancy; believe me, I wish you better then I do all the Neviles *in* England, *take present course to make your peace, before any further proceedings, or you will be undone. He is your neer Kinsman by Marriage, and I know by Mr.* Bladwin's *means you may have all things ended by discovering his Accusers, who indeed are your Misinformers, and by Mr.* Bladwin's *means you may get Sir* William Savile *to end all. It is certain for the Leases you cannot hurt him. I hear he hath an Information ready drawn against his Mother, you, and your Brother, and some others for practises, combinations, and subornations, and some other things about your office; I know he may prove much against his Mother, and some others, but I hope not against you But I pray you for God sake procure peace and speedily, for which I will be your daily Orateur to God, and will daily pray for you, but you shall not know what I am till I hear that you are in peace.*

January this first. T. K.

Atd. That this is a true Copy of a Letter directed to Dr. *Levet*, and exhibited by him in the Court of *Star Chamber*, examined by us whose Names are here underwritten, the 23. of *May* 1638.

James Freke, Rob. Heyward Jur. 25. Decemb. 1646. *Rob. Aylet.*

This Letter is thus proved to be *Francis Nevile's* hand writing.

Eliz. Rogers (*Francis Nevile's* Aunt) saith, she is acquainted with his hand writing, and that the Letter dated the first of *January* now shewed her, is in many words, Syllables, and Letters, like Mr. *Nevile's* hand writing, especially two or three of the last lines thereof. *Eliz. Rogers* B 3. Int. 11.

He knoweth *Francis Nevile's* hand writing, and this Letter now shewed unto him, is somewhat like his hand writing, and the Letters W. and M. especially are very like his Character, but the whole substance is not such a hand as he doth usually write, but many of the words in the said Letter contained, are wonderful like the manner of the hand Writing of the Defendant *Francis Nevile*. *Rob. Benson* C. 50. Int. 12.

The Letter now shewed him, dated the first of *January*, is in many Letters so like the Defendant *Nevile's* hand Writing, (*viz.*) the M. and A. and other Letters, that he doth believe in his conscience, it is the said *Francis Nevile's* own hand Writing. *James Freke* D. 80. Int. 15

He is well acquainted with the hand writing of Mr. *Francis Nevile*, and believeth that the Letter now shewed him is all, or most part of the said Mr. *Nevile's* hand Writing, and is the more confirmed in such his belief, because he never saw any man make such an L. M. and N. and divers other Letters in the Writing now shewed him, but the said Mr. *Nevile* himself. *And. Goodhand* D. 1. Int. 9.

Note 1. Doth not this Letter shew Mr. *Nevile* to be an Artist both in counterfeiting of writings, and in dissimulation (He loveth Dr. *Levet*, better then he doth all the *Neviles* in England; you shall not know what I am till I hear you are in peace.)

2. Are not his Advertisement, Counsell, devout prayer (for God sake) and his directions to a peace; and also his forraign plea, (his information for practises, combinations, subornations, and some other things about your Office) arguments of his dread, and Guilt?

§. 17. Francis Nevile's *Sale of his said Leases to the Defendants* Mr. Copley *and Mr.* Hastings.

Francis Nevile sold so much of his pretended Leases (had they not been forged) as were worth 20000 *l.* to the Defendant *Copley* for 3200 *l.* and sold to the Defendant *Hastings* the Demeasnes of *Plumtree* for 2650 *l.* above board. But underhand *Francis Nevile* released to him 1800 *l.* of it, as will appear in their combination *Infra.*

§. 18. Francis Nevile *desired a little before* G. Copley's *death a Lease of his Lands.*

Francis Nevile discoursing with *G. Copley* not long before his death about something that *G. Copley* said he would doe for the Petitioner *Mary*, told him that he had not power to make Leases. Whereupon *G. Copley* called for a Box of Writings, which Mrs. *Nevile* said that she brought him, and *Francis Nevile* perusing his Deed of power, wished that Mr. *G. Copley* would make him a Lease of all the Lands he had, and see if he would not keep them. *Eliz. Rogers* B. 3. Int. 6. *Anthony Gilby* B. 14. Int. 6.

Note 1. Had *Francis Nevile* then a Lease made him by *G. Copley* a year before? if so, then he needed not to have desired one.

2. If *G. Copley* had made *Francis Nevile* a Lease before, how could he then tell *Francis Nevile*, that he would do something for the Petitioner *Mary*?

3. Why should *G. Copley* then shew *Francis Nevile* his Deed of power to do something for the Petitioner, if he had executed his power in making *Francis Nevile's* Lease a year before?

§. 19. *Who gave* Francis Nevile, *or delivered into his hands his said Lease, and his two Leases of* G. Copley's Yorkshire *Lands found in his Office? and when?*

1. *Francis Nevile's* Witnesses left them lying on the Table, and know not that *Francis Nevile* carried them away. *John Swinden* A. 48. Int. 20.

John Swinden remembers not whether they were left on the Table, or in the Room with the Writings that concerned the Lands in *Fenton* or no.

6. Francis Nevile *did not examine the Defendant* Clayton *upon his Leaſe.*

Francis Nevile by an Order of Court examined the Defendant *Clayton de bene eſſe*, and did not examine him upon the view of his Leaſe, whether he writ it or no. Order 8. M 14. Car.

Interrogate. Did not you hear the Defendant *Clayton* ſay, that he cared not what Dr. *Levett* could do againſt him. For he had written the ſaid Leaſe only for his hire, and *Francis Nevile* took it from him unſealed, and to be ſure the Doctor could not perjure him, for he had only denyed that he writ the Leaſe which Mr. *G. Copley* had made to *Francis Nevile*, let him ſhew me the Leaſe in queſtion, and if it be of my hand writing, I writ it about a month after *G. Copley*'s death, and if *G. Copley* could then make it to *Francis Nevile*, I will be hang'd for it, or to this effect. Inter. this

7. *The Defendant* Clayton *knew not what to depoſe becauſe he ſaw not the ſaid Leaſe.*

The Defendant *Clayton* ſaid, that in regard he could not ſee *Francis Nevile*'s Leaſe, he knew not what to ſwear unto, but if he might ſee it, he could tell whether he writ it or not. *Will. Gray* B. Int. 9.

8. *The Leaſe was not produced into the Court when the Petitioners examined* Clayton.

The ſaid Leaſe was not produced into Court when the Petitioners examined the Defendant *Clayton*, they intended to have examined him *ore tenus* upon view of the ſaid Leaſe, at the hearing, if it was his hand writing, but *Francis Nevile* ſent him into the Country to prevent it, and gave him 100 *l.* (as the ſaid *Clayton* hath ſince acknowledged) to be abſent, as the Petitioners hope to prove. Inter. this.

9. *What did* Francis Nevile *give* Clayton *to put in his Anſwer to the Petitioners Bill?*

Interrogate. If *Francis Nevile* gave not the Defendant *Clayton* 20. *l.* in gold to put in his Anſwer to the Petitioners Bill in the *Star Chamber*, which Mr. *Nevile*'s Counſell had drawn up, without the ſaid *Clayton*'s privity? And did not *Clayton* alſo ſhew you the Gold which he ſaid that *Francis Nevile* had given him? Inter. it.

10. *Did not the Defendant* Clayton *reveal the Forgery of the ſaid Leaſe when* G. Copley's *Office was found?*

Interrogate. If the Defendant *Clayton* ſaid not immediately after *G. Copley*'s Office was found, I will tell you the beſt Jeſt that ever you heard. How ſay you, but *Francis Nevile* and I have written the ſix witneſſes names, to the three Leaſes, which Mr. *Nevile* hath produced, pretending them to be made by *G. Copley* unto him, that three of the witneſſes have this day depoſed, that they writ their names to them with their own hands? Have you ever heard ſuch a jeſt in all your life time? or ſpake he any, and what words to this effect? Inter. this.

11. *Did not the Defendandant* Clayton's *Wife warm the Wax in a Pan for to ſeal the ſaid Leaſes which were found in* G. Copley's *Office?*

Interrogate. If the Defendants *Francis Nevile*, and *William Clayton* did not (when they forged the ſaid Leaſes) give the ſaid *Clayton*'s Wife wax to warm in a Pan, and whether (ſhe overheating it, or burning it to the Pan ſide) the ſaid *Nevile* and *Clayton* did not take wax from old Evidences, becauſe the ſaid Leaſes were antedated about a year, and put it to them? And did not the ſaid *Clayton* then ſay to *Francis Nevile*, he hoped he would have no ſwearing for them? To which *Francis Nevile* replyed with an Oath. *(Will.)* doſt thou think I am mad? I'll warrant thee no ſwearing, I have but a couple of Fooles *(Copley* and *Haſtings)* to deal with, I will onely ſhew them the Leaſes and get a compoſition of them, and that's all I look for. And did not *Francis Nevile* then carry them away from the ſaid *Clayton* without any ſeals put to the ſaid wax? or what elſe was done or ſpoken then to this effect? Inter. this.

12. William Clayton's *Deed with a clauſe of Revocation.*

Interrogate. If the Defendant *Clayton* did not ſhew you a Deed, which had a clauſe of Revocation in it, and tell you that by the help of it, he and *Francis Nevile* made the clauſe of Revocation, which he the ſaid *Clayton* writ in *Francis Nevile*'s Leaſe now in queſtion, or to this effect? Inter. this.

13. *Did not the Defendant* Clayton *leave the manner of the forgery under his hand, with a Counſellor at Law, to be produced into the Court of* Star Chamber, *in caſe* Francis Nevile *brought him not off clear?*

Interrogate. If the Defendant *Clayton* writ not over the whole forgery of the ſaid Leaſe, and left it with a Councellor at Law, to produce to the ſaid Court of *Star Chamber*, in caſe *Francis Nevile* brought him not off then clear, as he had promiſed him to do; further ſaying, I have confeſſed that I did write it after *G. Copley*'s death, and it's proved to be my hand writing, and therefore I expect nothing but a cenſure; and perhaps his ſending of me away, is to lay it upon me, and ſave himſelf, if he do, then produce it; for this is the true manner of our forging of it after *G. Copley*'s death. Inter. this,

14. *What was the Defendant* Clayton's *confeſſion of his forging* Francis Nevile's *Leaſe upon his death-bed?*

Interrogate. If the Defendant *Clayton* did not in his Sickneſſe a little before his death, ſay that his making of Mr. *Nevile*'s ſaid Leaſe, did lye more heavy upon his Soul and Conſcience, then all the things he had done in all his Life time. And deſired God to ſpare him but one year longer, and ſaid unto his Wife, thou knoweſt enough concerning the forgery of it, diſcharge thy conſcience if ever thou ſhalt be examined about it, or to this effect? Inter. this.

§. 12. *How got* Francis Nevile *his ſaid Leaſes?*

She ſaith that ſhe heard Mr. *Francis Nevile* (being in diſcourſe with her Husband touching his Leaſes or Eſtate he claimed from *G. Copley*) ſay that ſo he got the ſaid Leaſes or Eſtate, he cared not how he got them; Her Husband or ſome other replied, he hoped he would not get them with ſwearing; but ſhe remembers not what was Mr. *Nevile*'s Anſwer. *Eliz. Rogers* B. 3. Int. 10.

Note, Is it not likely that *Francis Nevile* gave then ſuch an Anſwer as he gave to the Defendant Mr. *Haſtings* upon the like Queſtion. *(viz.)* Who would not ſwear everlaſtingly for ſuch an eſtate as that? as is proved in their Combination. *Infra.*

§. 13. Francis Nevile's *Contradiction and Perjury about his first knowledge of the ſaid Leaſe.*

1. *His Contradiction.*

ge Clarke 2. Int. 1. *Francis Nevile* knew of the ſaid Leaſe before he entred into the Award between the Defendants *Copley* and *Haſtings*.

Contrar.

1 Savile 7. Int. 4 1 Goodhand 2. Int. 25. He knew not of it when he made the ſaid Award or Agreement between *Copley* and *Haſtings*.

He offered to make good by Oath in the *Court of Wards*, that he knew not of it when he made the ſaid Agreement, and a Book being tendred he was ready to ſwear. Sir *Walter Pye* then ſaid, he was either a Knave or a Fool to make ſuch an Agreement if he knew the Contents of it.

2. *His Perjury.*

He knew of it before the ſaid Award or Agreement was made.

1. Nevile's m. 18. Int. When he did mediate a peace, and end ſome differences between *William Copley* and *Edmund Haſtings* about the ſaid Leaſe of the Mannor of *Plumtree*, he was not fully ſatisfied of the validity of his own Leaſe.

Note, Then it was in being, and he knew of it. Validity preſuppoſeth both.

Contrar.

1. Nevile's wer Court Wards to endant Co- 's Bill. fol. He knew not of his ſaid Leaſe before the ſaid Award or Agreement was made, but found it after.

It is very true that after the ſealing of the ſaid Articles he did find that he had a Term and Intereſt amongſt other things in the Mannor of *Plumtree*, in the County of *Nottingham*, of which by the ſaid Articles and Agreement the Complainant *Copley* was to make the ſaid *Edmund Haſtings* and his Wife a Leaſe for Twenty one years paying Two pence Rent.

§. 14. *Mr.* G. Copley *when he made the Petitioners Leaſes, made alſo divers Leaſes of his* Yorkſhire *Lands, ſome for money, ſome for reward of Service, and others for love, and all the Tenants enjoy them quietly, notwithſtanding* Francis Nevile's *former pretended Leaſe of the ſaid Lands, which he alſo got found in* G. Copley's *Office.*

y Shaw 94. Int. 156, 157 fry Winter 7. Int. 155, 157. *G. Copley* when he made the Complainants Leaſes, made alſo a Leaſe to *Chriſtopher Handly*, for ſixty pounds Fine, and the old Rent. He alſo then made a Leaſe of his purchaſed Lands in *Newton*, to *Edmund Haſtings* and his Wife, to pay to three Servants as a requital of their pains they took with him in his Sickneſſe, Ten pounds *per Annum* a piece, and charged Mrs. *Haſtings* to pay them, which ſhe promiſed and vowed to do. He then made two Leaſes to *Coates*, and a Leaſe to Mr. *Copley* of *Loverſall*, and a Leaſe to *Beaumond* in *Sprotbrough*; *G. Copley* then cauſed an Error in one of them to be amended, and told *Beaumond* (then deſiring a longer time) that if he made it for above twenty one years, or abated him any Rent, it would be void. All which as well of his purchaſed Lands, as of his other Lands in *Sprotbrough*, are ſtill enjoyed by the ſeveral Tenants, notwithſtanding the Leaſe which Mr. *Nevile* produced of the ſame Lands, as formerly made unto him by the ſaid *G. Copley*.

Note 1. That *G. Copley* being an honeſt Gentleman, would not have expreſſed a Requital of pains to his Servants, and have forced Mrs. *Haſtings* to promiſe and vow to pay them, much leſs have taken his Tenant *Handley*'s 60. *l.* Fine for a Leaſe, if he had made *Francis Nevile* a former Leaſe of their Lands.

2. If *G. Copley* rectified an Error in one of the ſaid Leaſes, and took ſuch care to prevent *Beaumond*'s Leaſe from being void. Had he made Mr. *Nevile* a former Leaſe to make it void?

3. If *G. Copley* had made Mr. *Nevile* a Leaſe a year before of the ſame Lands. Would Mr. *Nevile* have ſuffered all theſe Tenants (moſt of them at the old rent) quietly to enjoy their Leaſes?

§. 15. Francis Nevile's *Reproof of the Defendant* Copley *for troubling* G. Copley's *Will, Leaſes and Writings lawfully executed and duely made and letten by him before his death.*

an. Nevile's ſwer to Dendant Copleys ll Court of ards fol. 15. By which their ſecret dealings, combination or confederacies, they or one of them (the ſaid Complainant, and *Ralph Copley*) troubled all men, that either claimed any thing by the ſaid *G. Copley*'s Will, or by Leaſe or by Writings from him, inſomuch as the very Tenants were both threatned and troubled for their Leaſes and Lands, which were lawfully executed, and duely made and letten by the ſaid *G. Copley* unto them before his death.

Note, *Francis Nevile* reproveth the Defendant *Copley* in this his Anſwer upon Oath, for troubling the Petitioner aſwell as others about their Leaſes, which were lawfully executed, and duly made and letten by the ſaid *G. Copley* before his Death.

How then can he now pretend that his ſaid Leaſe was made by the ſaid *G. Copley* of the ſame Lands a year before? *Ex ore tuo te judicabo.*

§. 16. Francis Nevile's *counterfeited Letter to the Petitioner Dr.* Levett.

Mr. Dr. Levett;

I Am your Neighbour and ſhall ever wiſh you well, and upon any occaſion will be ready to do you faithful Service; be pleaſed to be advertiſed by me who am able to give you Counſell, I hear that you have preferred a Bill againſt Mr. Nevile *of* Cheete *and others in the Star Chamber for forging a Leaſe of* Plumtree, *and ſome other Miſdemeanors, I am ſorry you have gone ſo far, for I know there hath been too much both ſaid and done in theſe things already. I know many, or almoſt all the witneſſes to all his Leaſes, and they have*

already

already sworn to the execution of them. Those that I know which are sworn, are honest, able, and religious men, I have conferred with them, and you will find it impossible to do any good in that matter; if you have any dependency of his Mothers Information, you will find that she will say much, but there is nothing in her but untruth and Inconstancy; believe me, I wish you better then I do all the Neviles *in* England, *take present course to make your peace, before any further proceedings, or you will be undone. He is your neer Kinsman by Marriage, and I know by Mr.* Bladwin's *means you may have all things ended by discovering his Accusers, who indeed are your Misinformers, and by Mr.* Bladwin's *means you may get Sir* William Savile *to end all. It is certain for the Leases you cannot hurt him. I hear he hath an Information ready drawn against his Mother, you, and your Brother, and some others for practises, combinations, and subornations, and some other things about your office; I know he may prove much against his Mother, and some others, but I hope not against you But I pray you for God sake procure peace and speedily, for which I will be your daily Orateur to God, and will daily pray for you, but you shall not know what I am till I hear that you are in peace.*

January this first. T. K.

Add. That this is a true Copy of a Letter directed to Dr. *Levet*, and exhibited by him in the Court of *Star Chamber*, examined by us whose Names are here underwritten, the 23. of *May* 1638.

James Freke, Rob. Heyward Jur. 25. Decemb. 1646. *Rob. Aylet.*

This Letter is thus proved to be *Francis Nevile*'s hand writing.

Eliz. Rogers (Francis Nevile's Aunt) saith, she is acquainted with his hand writing, and that the Letter dated the first of *January* now shewed her, is in many words, Syllables, and Letters, like Mr. *Nevile*'s hand writing, especially two or three of the last lines thereof. *Eliz. Rogers* B 3. Int. 11.

He knoweth *Francis Nevile*'s hand writing, and this Letter now shewed unto him, is somewhat like his hand writing, and the Letters W. and M. especially are very like his Character, but the whole substance is not such a hand as he doth usually write, but many of the words in the said Letter contained, are wonderful like the manner of the hand Writing of the Defendant *Francis Nevile*. *Rob. Benson* C. 50. Int. 12.

The Letter now shewed him, dated the first of *January*, is in many Letters so like the Defendant *Nevile*'s hand Writing, *(viz.)* the M. and A. and other Letters, that he doth believe in his conscience, it is the said *Francis Nevile*'s own hand Writing. *James Freke* D. 80. Int. 15

He is well acquainted with the hand writing of Mr. *Francis Nevile*, and believeth that the Letter now shewed him is all, or most part of the said Mr. *Nevile*'s hand Writing, and is the more confirmed in such his belief, because he never saw any man make such an L. M. and N. and divers other Letters in the Writing now shewed him, but the said Mr. *Nevile* himself. *Aud. Goodhand* D. 1. Int. 9.

Note 1. Doth not this Letter shew Mr. *Nevile* to be an Artist both in counterfeiting of writings, and in dissimulation (He loveth Dr. *Levet*, better then he doth all the *Neviles* in England; you shall not know what I am till I hear you are in peace.)

2. Are not his Advertisement, Counsell, devout prayer (for God sake) and his directions to a peace; and also his forraign plea, (his information for practises, combinations, subornations, and some other things about your Office) arguments of his dread, and Guilt?

§. 17. Francis Nevile's *Sale of his said Leases to the Defendants* Mr. Copley *and* Mr. Hastings.

Francis Nevile sold so much of his pretended Leases (had they not been forged) as were worth 20000 l. to the Defendant *Copley* for 3200 *l.* and sold to the Defendant *Hastings* the Demeasnes of *Plumtree* for 2650 *l.* above board. But underhand *Francis Nevile* released to him 1800 *l.* of it, as will appear in their combination *Infra.*

§. 18. Francis Nevile *desired a little before* G. Copley's *death a Lease of his Lands.*

Francis Nevile discoursing with *G. Copley* not long before his death about something that *G. Copley* said he would doe for the Petitioner *Mary*, told him that he had not power to make Leases. Whereupon *G. Copley* called for a Box of Writings, which Mrs. *Nevile* said that she brought him, and *Francis Nevile* perusing his Deed of power, wished that Mr. *G. Copley* would make him a Lease of all the Lands he had, and see if he would not keep them. *Eliz. Rogers* B. 3. Int. 6. *Anthony Gilby* B. 14. Int. 6.

Note 1. had *Francis Nevile* then a Lease made him by *G. Copley* a year before? if so, then he needed not to have desired one.

2. If *G. Copley* had made *Francis Nevile* a Lease before, how could he then tell *Francis Nevile*, that he would do something for the Petitioner *Mary*?

3. Why should *G. Copley* then shew *Francis Nevile* his Deed of power to do something for the Petitioner, if he had executed his power in making *Francis Nevile*'s Lease a year before?

§. 19. *Who gave* Francis Nevile, *or delivered into his hands his said Lease, and his two Leases of* G. Copley's Yorkshire *Lands found in his Office? and when?*

1. *Francis Nevile*'s Witnesses left them lying on the Table, and know not that *Francis Nevile* carried them away. *John Swinden* A. 48. Int. 20.

John Swinden remembers not whether they were left on the Table, or in the Room with the Writings that concerned the Lands in *Fenton* or no.

Note. The Interrogatory is. Were they left in the Room, while you ſtayed there, or were they taken away, and by whom?

ues Moſeley 101. Int. 30. *James Moſeley* knows not, that *Francis Nevile*, or the Defendant *Hawet* carried away with them out of the Room any Writings, which were then ſealed, either publiquely or privately.

He left the ſaid Writings on the Table, when he had ſubſcribed his name, but how long they lay there, or what became of them afterwards he knoweth not.

t. 15.

2. *Francis Nevile* ſaid that his Mother gave them to him at the ſaid Award making.

Joh. Waidſon 20. Int. 4. *Francis Nevile* ſaid that his Mother delivered him the ſaid Leaſe at the very ſame time when the agreement was made between *William Copley* and *Edm. Haſtings*.

3. *Francis Nevile*'s Mother knew not that *G. Copley* made the ſaid Leaſe, nor did ſhe give it to him.

Ien Nevile 1. Int. 11. *G. Copley* did never make any Leaſe or Leaſes of his *Nottinghamſhire* Lands and of his Mannor of *Plumtree* to *Francis Nevile* that ever ſhe knew of.

She gave not *Francis Nevile* the Leaſe after the Arbitrament betwixt *William Copley* and *Edmund Haſtings*.

r. 37.

§. 20. Francis Nevile *deſired the Petitioner* Mary *(for a Wife for his Son) and he would recover her the Mannor of* Bentley.

ervas Rogers 88. Int. 172. He heard *Francis Nevile* ſay, that if the Father of the Petitioner would let him have her (and as he conceived for a Wife for his Son) he would make no queſtion at all but to recover her the Mannor of *Bentley*.

liz. Rogers 3. Int. 3. She heard *Francis Nevile* at *Netherthorpe* about half a year after *G. Copley*'s death, ſay, that if *Mary Mote* (the now Petitioner) was turned over to him, he would recover her the Lordſhip of *Bentley* or give her as much of his own Lands.

Note. What title had the Petitioner to the Mannor of *Bentley*, but by theſe her Leaſes made by *G. Copley*? If Mr. *Nevile* can make good her Leaſes for *Bentley*, how can he overthrow them for *Plumtree*, ſeeing the one aſwell as the other is given to her by the ſame Leaſes, and there is *par ratio* for them both, *viz.* the meer good will and affection of the Donor Mr. *G. Copley*.

§. 21. G. Copley *would not leaſe* Plumtree *till his death, for he would not dye a Begger.*

llen Nevile 1. Int. 10. *G. Copley* about a moneth before his death, being moved by her to make a Leaſe of *Plumtree* and of his other lands in *Nottinghamſhire* to his Couſin *John Copley*, denyed it, ſaying, he would not dye a Begger, but would keep ſomething to give away at his death. He gave Mr. *John Copley*, afterwards moving him to it, the very ſame anſwer.

Note. Had he then made a Leaſe of *Plumtree* a year before to Mr. *Nevile*?

§. 22. G. Copley's *Proteſtation, that* Francis Nevile *ſhould not be better for his Eſtate to the value of a Groate.*

con. Pinckney 3. 49. Int. 3. Mr. *G. Copley* ſaid, that *G. Copley* of *Lincolns-Inn*, and *Francis Nevile* of *Cheet*, did rely upon his Eſtate, and that they would raiſe their fortunes by it; but the ſaid *G. Copley* of *Sprotbrough* proteſted in his preſence, that neither they, nor either of them, ſhould be the better for any of his Eſtate to the value of one Groat.

Note, *G. Copley* made it good, for neither of them were mentioned in his Will, or any other publick Writing.

§. 23. *Did* G. Copley *at his death deny that he had ever made* Francis Nevile *any Leaſe of* Plumtree?

Inter. this. *Interrogate.* If Mr. *G. Copley* being asked by a Gent. (when he had made the Petitioners Leaſes) if he had not made a former Leaſe of the ſame Lands to Mr. *Boſwell* of *Gunthwaite*, or to Mr. *Francis Nevile* of *Cheet*, anſwered him, I never made any Leaſe of them unto them, or either of them in my life, further ſaying, I know *Frank Nevil* too well to have any dealing with him in any ſuch kind, and did *G. Copley* then charge him as he meant to anſwer it before God to vindicate his credit about the Petitioners Leaſes, for he had power to make them, and had lawfully executed them, and had done therein what he deſired to doe? or to this effect?

Chap. 2.

That to countenance this Forgery, and their publiſhing of the ſaid Forged Leaſe, which the Defendants *Francis Nevile* and *William Clayton* knew to be Forged, the ſaid *Francis Nevile* by the unlawfull help of *John Batt* Eſq; then Eſcheator, and by bribing of *John Goodhand* Eſquire then Feodary of the Weſtriding of the ſaid County of *York*, and by the ſaid *Francis Nevile*'s embracing and bribing of *William Jenkinſon*, and others of the Jury impannelled by the ſaid Eſcheator (a Jury ſummoned and returned by the Sheriff then there appearing, but rejected by the ſaid Eſcheator) corruptly cauſed an Inquiſition after the death of the ſaid *G. Copley* to be taken, wherein the ſaid Leaſes were found and after Forged and unduely returned that Office alſo.

1. John

1. *John Goodhand* then Feodary, undertook to carry dovvn the *diem clauſit extrem* dant *Copley*, but delivered it to the Defendant *John Batt* then Eſcheator of *York-ſhire*, fendant *Copley* for vvhom he had ſued it out.

2. The Eſcheator *John Batt* having got the ſaid *diem clauſit* into his hands, found *G.* *Wakefield* (a peculiar, although it vvas a Country buſineſſe) and refuſed the Defendant Councell moving him to find it at a more convenient time and place. And *Batt* ſaid he c to find it, and vvould then find it. And never ſate Eſcheator but that day.

3. *John Batt* at the inſtance of *Francis Nevile* and his Counſell, rejected the Jury whic rant the Sheriff had ſummoned, and which did there appear, and accepted of another then, ſum out his Warrant by the Deputy Bailiff of *Wakefield* (the Defendant *William Hawet*.

4. The Jury which found the ſaid Office were *Francis Nevile*'s friends, and for mony vv thing for his advantage, as *Francis Nevile* hath acknovvledged.

5. *William Jenkinſon* one of the ſaid Jury, that found the ſaid Office then ſaid unto him that Mr. *Copley* had hard meaſure) that Mr. *Copley* knevv not vvhat to do vvith ſuch an Eſt *Nevile* kept a good houſe, and vvould ſpend it among his Neighbours, and therefore did it.

6. *Francis Nevile* then gave the Feodary *John Goodhand* for his good ſervice in finding *Arthington*-Hall, and at leaſt 50. *l. per Annum*, for 2. *s.* yearly Rent, during Mr. *Arth* ty (two years and an half.)

7. *Francis Nevile* ſaith that the ſaid office vvas found, and ſealed, and returned in du and vvhether it vvas ſealed according to the Statute, or that any omiſſion of any part of made, he cannot of his ovvn knovvledge depoſe.

Note, That this is an abſolute perjury.

1. *The Jury found* Godfrey Copley *to dye ſeiſed in Fee taile of all his lands, and found the* ... *of Intayle, and the Defendant* Copley's *Wives Jointure Deed, and Writ, what they had found in ſix lines in the end of the ſaid Office.*

2. *The Eſcheator and Jury returned not the ſaid Office under his hand and his and their Seals ingroſſed in Parchment, according to the Statute, but gave it to* Francis Nevile *in the Paper draught, who carried it to Counſell, and paid them their Fees, and altered it, and made* G. Copley *to dye ſeiſed in fee-ſimple of his* Yorkſhire *lands, and left out the ſaid Deed of Intaile, the ſaid Jointure Deed, and the ſaid ſix lines writ in the end of the Office by the ſaid Jury.*

3. Francis Nevile *afterwards got it ingroſſed in* London, *and he, and* John Goodhand, *and others forged the ſaid Office and after their Tryalls to write like to the Eſcheators name, forged his name, and his and the Jurors ſeals to it, and then* Francis Nevile *filed it in the petty Bagg, as will appear by theſe following depoſitions.*

He ſaith that the next day after the finding of *G. Copley*'s Office at *Wakefield* by the Jury, *John Goodhand* then Feodary, did in his preſence and hearing read the ſaid Office unto the ſaid Jurors, as it was by them then found in Paper, and before it was engroſſed, and therein read that it was found that the ſaid *G. Copley* died ſeiſed *in feodo talliato*, and ſaid unto the Jury, I perceive you have found the Deed of Intail, but afterwards when he this Deponent took a Copy of the ſaid Office out of the Petty bag for the Defendant *Copley*, there was no mention of any Eſtate Tayle found therein, but only of an Eſtate in Fee ſimple, and the ſaid Office was returned into the Petty bag, by the means of the Defendant *Nevile*. *Barth. Roulſt.* A. 160. Int. 65

He doth not believe that *G. Copley*'s Office was returned in the ſame words, that it was found, for that he did ſee it at *Lincolns Inn* in Paper, and the Jurors hands unto the laſt Leaf, upon which Leaf there were ſome ſix or ſeven lines cloſe written, which did mention a Deed to be found in the ſaid Office, which Deed was left out in the return or ingroſſement thereof. *Rob. Benſon* C. 50. Int. 26.

He ſaith that *Francis Nevile* did retain him as his Counſell to correct and peruſe the ſaid *G. Copley*'s Office, and he remembreth he had 20. *s.* Fee for the ſame, and its propable he might in form alter ſome-thing therein when he peruſed the paper Copy aforeſaid. *Rob. Lewis* D. 42. Int. 35.

He ſaith that the Jury did intend, and mentioned to find in the ſaid Office a Deed of Intail made be-tween the ſaid *G. Copley* on the one part, and *Henry Sacheverell* and *Elizabeth* his Wife on the other part and the Defendant *Copley*'s Wives Deed of Jointure was alſo mentioned to be found in the ſaid Office, to-gether with Nine other Leaſes. And ſaith that the Jury cauſed all the perticulars that they would have found to be written in ſix Lines, at the end of the Paper Copy, which he hath ſeen, and all thoſe parti-culars are not mentioned in the Office returned into the Court. *Char. Goodhand* D. 13. Int. 4.

He ſaith that the ſaid Office after the Death of *G. Copley*, was not returned truly as it was mentioned as aforeſaid by the Jurors to be found, but ſaith that it was returned by the Jury in the Country only in Paper, not ingroſſed in Parchment under the Eſcheators and Jurors hands and ſeals. And the ſaid Paper Office was ſhewed unto Mr. *Robert Lewis*, Sergeant *Boone*, and Mr. *Morgan*, being of *Francis Nevile*'s Counſell, and ſome additions were made in the ſaid Office for matter of form, and there were ſome dimi-nutions alſo, and things left out intended by the Jury to be found. Int. 5.

He ſaith that the ſaid Office was ingroſſed afterwards at *London*, by Mr. *Robert Lewis* his Clerk, or ſome by his procurement, by the Direction of the Defendant Mr. *Nevile*, and was gratified by him. Int. 6.

He ſaith that the Eſcheators name ſubſcribed to the ſaid Office is not of his own hand writing, but ſome other mans Writing, neither did the Eſcheator ſet his ſeal to the ſame, but the ſeal was ſet to it by another man, and the ſaid Eſcheators name was writ, and a ſeal ſet to the ſaid Office in the houſe of one *Tho. Pouliſon* a *Goldſmith* neer *Temple Bar* in *London*, in a Chamber where the ſaid *John Goodhand* (the ſaid Feodary) then lodged, and he doth not know that the ſaid Office was ſealed with the Eſcheators ſeal, or that it was done by any Warrant or authority from the ſaid Eſcheator, but by the appointment of the ſaid *Francis Nevile* and *John Goodhand*. Int. 7.

is preſent in the ſaid Room when the ſaid Eſcheators name was ſubſcribed, and was *Goodhand's* Clerk that attended him, and there were then alſo preſent the ſaid *John* Defendant *Francis Nevile*, and he ſaith that the ſaid *John Goodhand*, *Francis Nevile*, t, did every one of them make tryall how like they could write to the Eſcheators hand Defendant *Nevile* did make tryall how like he could write to the Eſcheators name, before name was written to the ſaid Office, which is returned; and he believeth that he that did he Eſcheators hand writing, did ſet the Eſcheators name thereunto. And he ſaith that by id perſwaſion, inſtance and direction of the ſaid *Francis Nevile* and *John Goodhand*, the ſaid me was ſet to the ſaid Office, and the ſaid Office ſealed.

t the Eſcheator himſelf did not return the ſaid Office, neither doth he know that he gave other to return it, neither doth he know what reward or gratuity the Defendant *Nevile* gave return it, but he ſaith that upon ſearch made in the Office of the Petty bag it appeareth that filed by the ſaid *Francis Nevile* himſelf.

Clerk in the Office of the Petty bag, received an Office found and returned after the death f *Sprotbrough* in the County of *Yorke* Eſquire, in or about the ſecond day of *May* 10. *Car.* ut 8. *April* next before, and it was ſigned *John Batt* Eſ. which ſignified *John Batt* Eſ- ether *John Batt* writ his name, or ſet his ſeal himſelf to the ſaid Office, or who did it, he nor doth he know whether any Jurors names were ſubſcribed, but referreth himſelf to But he believeth there were ſeveral ſeals when it was returned, being the ſeals of the id Jurors, by the Slits therein wherein the Labells were put. But by whom the ſaid ſeals nowеth not, and it appeareth by the ſaid Record that the Defendant *Francis Nevile* paid hereof.

, Will he that dare thus perjure himſelf, and forge an Office, ſcruple at the forging of a Leaſe for his ſo great advantage?

d *Bramſtons* rtificate 30 .15 *Car.* Re- 1639.

Note, The Lord chief Juſtice *Bramſton* upon a Reference to him, ſtruck out the 5. and 8. Interr. to *Charles Goodhand* as ſcandalous to Mr. *Nevile*, which proved the falſifying of the Office, and the forging of the hand and ſeals of the ſaid Eſcheator and Jurors, ſo that they were thereby prevented from being read at the hearing in the *Star Chamber*.

This is the Petitioners firſt grievance for which they appeal to the Parliament.

CHAP. III.

That then the Defendant Nevile, *coulerably grounded a Suit in the Court of Wards againſt the Defendants* William Copley, *and* Edmund Haſtings, *and* Mary *his Wife, and having then & there produced the Defendant* William Hawet *and other perjured Witneſſes, and upon a preagreement, combination, and colluſion with the ſaid* Copley *and* Haſtings, *they knowing the ſaid Leaſe to be forged, and by other unlawful means obtained a Decree in that Court, wherein your Petitioner* Mary *was no Party (though principally concerned) for allowance and further countenancing of the ſaid forged Leaſe.*

Sect. 1.

1. *Francis Nevile's* Decree was obtained by the Perjury of the Defendant *William Hawet*, and by the perjury or deluſion of *Hugh Everard*.

1. By the Perjury of *William Hawet*.

ill. *Hawet* art of *Wards* c. Def. *Nevil Haſtings*. fol. Int. 18.

Francis Nevile's Leaſe was ſealed and delivered by *G. Copley* at *Sprotbrough* about 1. *Novemb.* 1632. *Hugh Everard*, *John Swinden*, and others were preſent with him the ſaid *Hawet* at the ſealing and delivery of it. *Contrar.*

illiam Hawet x m. fol. 41. r. 1. vd. 21. *Nov.* 4 *Car.* 9 *No.* 14. *Car.* 8 *Jun.* 15. *Car.* 0. *No.* 15. *Car.*

He doth not know that *G. Copley* ſealed and delivered *Francis Nevile's* Leaſe, neither was he preſent, nor doth he know who was preſent at the ſealing and delivery of it, or when, or where it was ſealed or delivered.

Note, The Court of *Star Chamber* would not upon the Petitioners ſeveral motions grant them leave to uſe at the hearing there, the Defendant *Hawet's* Depoſition in the Court of Wards, but referred it to the two Lord chief Juſtices *Bramſton* and *Finch*, to report what they thought fit to do therein, who in almoſt a years ſoliciting with great pains and charge would never meet about it, and yet at the hearing granted Mr. *Nevile* the uſe of *Thomas Walker's* Depoſitions in the Court of Requeſts, who had depoſed againſt the ſaid Leaſe in the *Star Chamber*.

This is the Petitioners ſecond grievance, for which they appeal to the Parliament.

2. By the perjury or deluſion of *Hugh Everard*.

Hugh Everard Court of *Wards* Fran. *Nevile* Plaintiff and Edm. *Haſtings* Def. f. 7. Int. 17 *Hugh Everard* Court of Requeſts. int. *Ellen Nevile* Quer. and *Fran. Nevile* Def. ex parte Quer. fol. 1. Int 20 & f. 77. Int. 20. *Will. Copley* Court of *Wards* fol. 17. Int. 18.

G. Copley about *Nov.* was two years, *viz.* 1632. ſealed ſeveral Writings, but what they were he knew not, nor to whom they were delivered, but to *Francis Nevile's* uſe he is fully aſſured. *Contrar.*

He now remembers not how many Leaſes he ſet his hand unto, when they were ſealed by *G. Copley*, nor doth he know for whoſe uſe they were ſo ſealed and executed, further then that *G. Copley* then declared himſelf that they were for the uſe of his Couſin *Nevile*. The Interrogatory is, Whether were the ſaid Leaſes delivered for the Plaintiff *Ellen Nevile*, or the Defendant *Francis Nevile*.

Note, In the former depoſition [illegible]re delivered to the uſe of *Francis Nevile* he is fully aſſured. In the latter they were delivered for [illegible] of his Couſin *Nevile*, but whether for the uſe of *Ellen Nevile* or *Francis Nevile* he doth not know. Is not this a Perjury?

Sect. 2. *The Decree was obtained by the Agreement, Combination and Colluſion of the Defendants* Francis Nevile, *and* William Copley.

1. *William Copley* verily believeth that the ſaid *G. Copley* deceaſed would not have done any Act at any time, which ſhould have been unjuſt, or which he had no power to do.

2. *William Copley* knew that *Francis Nevile* had nothing to ſhew for any thing left him by *G. Copley*, and that

that *Francis Nevile* ſued him and *Edmund Haſtings*, only to work miſchief amongſt them (and although *Francis Nevile* had ſaid that if the Divel made his Leaſe, and his Dam had ſealed it, he would make it ſerve his turn) that there was a world of Knavery in it.

3. *William Copley* knew that *Francis Nevile's* Leaſes were forged, and made, and ſealed at *Cheet-hall* *Francis Nevile's* houſe by the Defendant *Clayton*, commonly called by a By name of *Badſticks*.

4. *William Copley* did not examine *Thomas Walker* and *Richard Elton*, two of *Francis Nevile's* Witneſſes, to his pretended Leaſes, and who have now denied their names to be of their own hand writing, and *Godfrey Copley's* ſealing and delivering of it.

5. *William Copley* knew that *Francis Nevile* had deſtroyed his Leaſes (*quantum ad illum*) if rightly obtained by the ſaid Award, that he had made betwixt him and *Edmund Haſtings*.

6. *William Copley* agreed with *Francis Nevile* a good while before the Decree, and bought of him 3. Leaſes for 3200 *l.* for which he demanded of *William Copley* 10000 *l.* and which were worth 20000 *l* had they not been forged. *viz.*

1. *His Leaſe of the Demeaſnes of* Sprotbrough *and* Newton *for* 21. *years worth* 460. *l. per Annum*, *and of Woods which he might cut down and ſell worth* 9000 *l.*

2. *His Leaſe of* G. Copley's *purchaſed Lands for* 80. *years worth* 160. *l. per Annum.*

3. *His Leaſe of* Plumtree, *and* G. Copley's *other* Nottinghamſhire *lands for* 80. *years determinable upon three lives, viz.* Francis Nevile's, *his Brother* Gervas Nevile's, *and his Son* Sandford Nevile's *worth about* 800 *l. per Annum.*

William Copley a good while before the ſaid Decree, bought all theſe of *Francis Nevile*, excepting the Demeaſnes of *Plumtree* for 3200 *l.* The Demeaſnes of *Plumtree* are worth 180 *l. per Annum.*

Note 1. *Francis Nevile's* evaſion of this ſale, becauſe it ſpeaks his Leaſe to be forged, and how he is catcht in it.

Francis Nevile told his Brother *Gervas* that the want of *G. Copley's* Deed of power, becauſe Mr. *Bower* had given the Keys to *William Copley*, enforced him to take ſo low a compoſition and produceth him to depoſe it. *Contrar.*

Mr. *Proctor* adviſed *Gervas Nevile* to ſearch the Rowles and the *Exchequer*, for *G. Copley's* Deed of power, and *Francis Nevile* after *Hillary* Term 1633. left his three Leaſes and *G. Copley's* Deed of power with him to draw up *G. Copley's* Office, which was before the Suit was commenced in the Court of Wards, and above a year before the Decree was there obtained, for the Office was found 8. *April* 10. *Car.* and the Decree made 9. *May* 11. *Car.*

Note 2. The Lands in the Petitioners Leaſes as appears by Mr. *Hatfield* and Mr. *Crumwell*, were worth about 800 *l. per Annum*, *Francis Nevile* ſold all theſe to the Defendant *Copley* except the Demeaſnes of *Plumtree*, worth 180 *l. per Annum*, as *Barth. Rowlſton* hath depoſed, ſo that *William Copley* purchaſing 600. *l. per Annum* of the Petitioners Leaſes, for 99. years determinable upon three lives, got about 3000 *l.* out of the Petitioners Eſtate, more then he paid to *Francis Nevile*, for all his ſaid three Leaſes.

This cauſed the Defendant *Copley* to agree and combine with *Francis Nevile* againſt the Petitioner and her Leaſes.

Sect. 3. *The Decree was obtained by the Combination, Agreement, and Colluſion of the Defendants* Francis Nevile *and* Edmund Haſtings.

1. *Edmund Haſtings* knew *G. Copley* to be a juſt dealing man and peaceable.

2. He knows not how to believe concerning *G. Copley's* making of *Francis Nevile's* Leaſe.

3. *Edmund Haſtings* knew *Francis Nevile's* ſaid Leaſe to be forged, and asked him with what Conſcience he could ſwear that *G. Copley* made it; *Francis Nevile* anſwered him, that if a man could get ſuch an Eſtate as that was with ſwearing, who is it, that would not ſwear everlaſtingly.

4. *Edmund Haſtings* did not then examine *Thomas Walker* and *Richard Elton* two of the witneſſes to his pretended Leaſe, although they were then his houſhold Servants, and have now denyed their writing of their names to it, and *G. Copley's* ſealing and delivering of it.

5. *Edmund Haſtings* knew that *Francis Nevile* by making the ſaid Award between him and *William Copley*, and giving *William Copley* by it 1400 *l.* or his Eſtate for a Leaſe of the Demeaſnes of *Plumtree* for 21. years, had deſtroyed his own Leaſe (*quantum ad illum*) if it had been rightly obtained.

6. *Edmund Haſtings* writ from *Newark* to his Counſell at *London*, to ſtay proceedings till he came up for that *Francis Nevile* and he were upon terms of Agreement.

7. *Edmund Haſtings* being in poſſeſſion of the Demeaſnes of *Plumtree*, came to an hearing with *Francis Nevile* the ſaid term, that a Commiſſion for examining of Witneſſes betwixt them was returned; whereas he might have prayed another Commiſſion for examining *Thomas Walker*, and *Richard Elton*, two of the witneſſes to *Francis Neviles* pretended Leaſe, and then kept the poſſeſſion 12. Months longer, The Dates of the Commiſſion and Decree proves that.

8. *Francis Nevile* confeſſeth his agreement with *Edmund Haſtings* before the Decree, and that if he recovered the premiſſes, that *Edmund Haſtings* ſhould have a convenient time therein or purchaſe it at a reaſonable rate, but it was not put into Articles or Covenants in Writing.

Francis Neviles *Perjury in the laſt Depoſition.*

Note 1. He depoſed in the Court of Wards, that there was no Speech or Treaty of any end to be made betwixt him and *Edmund Haſtings* till firſt there ſhould be a hearing.

2. The ſaid Agreement betwixt *Francis Nevile* and *Edmund Haſtings*, before the Decree was put into Articles in Writing, and upon *Francis Nevile's* Aſſignment of the Demeaſnes of *Plumtree*, for Mr. *Haſtings* uſe, or ſhortly after the ſaid Articles of Agreement were cancelled and torn in pieces.

9. *Francis Nevile* aſſigned to *Edmund Haſtings* the Demeaſnes of *Plumtree* 16. *Jun.* 10. *Car.* for 2650 *l.* but there were only paid 850 *l.* and *Edmund Haſtings* aſſigned the Remainder to be paid to *Fran-*

Will. Wee
A. 109. I
101.
James Pie
A. 120. I
102.
John Roger
A. 89. Int. 1
Henry Nevi
A. 91. Int. 1
Dorcy Waſhi
ton. B. 55. In
Ralph Cindo
E. 49. Int. 8
Emman. Mo
D. 69. Int.
J. Whittake
E. 51. Int.
Tho. Radley
E. 5. Int. 8
Aath. Hatfie
E. 28. Int. 8
Rob. Crumwe
E. 41. Int. 8
Godfrey Copl
A. 66. Int. 5
Bart. Rowlſto
A. 106. Int. 9
Int. 71. *ſupr*
Gervas Nevi
K. 26. Int. 3
Tho. Proctor
H. 17. Int. 2
Tho. Hobſon
89. Int. 7 *ſu*
Decree *Cou*
of Wards 9.
May 11 *Car.*
Edm. Haſtin
Ex. 53. Int. 2
Int. 3.
Leon. Pinch
B. 49. Int. 2
Tho. Walker
B. 75. Int.
Bart. Rowſto
A. 160. Int. 7
ſupra.
Tho. Walker
B. 75. Int. 9.
Commiſſion
int. Mr. *New*
& *Haſtings* e
ecuted at
Barnſley 10 *A*
11. *Car. Cour*
of Wards.
Decree of 11
Court of War
9 *May.* 11 *Ca*
Fran. Nevile's
Ex. 18. Int. 21
Fran. Nevile's
Anſwer to *Co-*
pley's Bill in
the Court of
Wards fol. 26
Edm. Haſtings
Ex. 53. Int. 2.
John Goodhan
F. 22. Int. 20.
Leon. Pinch
B. 49. Int. 1.
Edm. Haſtings
Affadavit in
Cam. Stellat. 28
Nov. 14. *Car.*
Edm. Haſtings
Ex. 53. Int. 21.
Emman. Mote
D. 69. Int. 2.

cis Nevile by the Defendant *Copley*, who never owed *Edmund Haſtings* above 10 *l.* or thereabouts, it was only a pretence to colour their combination.

Note, *Edmund Haſtings* having a conditional Moyety of the Petitioners Leaſes, *viz.* in caſe he and his Wife ſetled *Bentley* upon the Petitioner *Mary*, and her heirs within a year after the death of the ſaid *G. Copley*, and not having perfo:med it, but contrary to vowes and proteſtations ſold it away from her to Sir *John Bale* and Mr. *Iobſon*, combined with *Francis Nevile* to get a decree for his Leaſe, and then to purchaſe it at an under value, and *Francis Nevile* for this cauſe left the Petitioner out of his Bill, although ſhe was principally, indeed wholly concerned in it.

The Petitioner was thus defrauded both of *Bentley* and her Leaſes.

CHAP. IV.

Francis Nevile's *further tampering, ſuborning, bribing, and attempting to bribe witneſſes both by himſelf and others.*

1. Francis Nevile *and his Servant the Defendant* Hawet *endevoured to get* Thomas Walker *out of Mr.* Haſtings *Service, and to ſerve him.*

Walker 75. Int. 12.

Mr. *Nevile* about 3. years ſince told *Thomas Walker* that he had heard that he had left Mr. *Haſtings*, and that he thought to have ſent for him to ſerve him, The Defendant *Hawet* about a year after told him that he got nothing in Mr. *Haſtings* Service, but if he would ſerve Mr. *Nevile* he ſhould be maintained well, and if he refuſed, Mr. *Nevile* would help him to a Keepers place in *Brierly* Park, worth 20. or 30. *l. per Annum*. *Hawet* at another time told him, that if he would come to Mr. *Nevile*, he would perform his promiſe. But he told them both that whilſt they had Suits he would not leave his old Maſter, and he believeth that their intents were to have prevailed with him to have ſworn that he ſaw his Leaſe ſealed and delivered by *G. Copley* as his Act and Deed.

Joh. Waidſon 20. Int. 5.

Mr. *Nevile* ſpake to him when he laſt ſaw his Leaſe, to wiſh *Thomas Walker* to be his Servant, and to promiſe him any reaſonable conditions. But conſidering with himſelf by the increaſe of witneſſes that Mr. *Nevile* might have ſome ill end in it, he never medled with *Walker*.

2. Francis Nevile's *tampering with* Richard Elton.

R. Haſtings 53. Int. 9. *b. Heyward* 123. Int. 4, 19. *b. Copley D.* 1. Int. 6, 7, 19. *b. Elton* 7. Int. 25.

Francis Nevile laboured to get him out of Mr. *Haſtings* ſervice, and to ſerve him or his Mother. He examined him not at the Commiſſion, when he was examined on the Petitioners part, and when he himſelf examined his other witneſſes *Everard* and *Swinden*; But brought him to *London*, and then carried him to his Chamber, and there tampered with him, telling him that he had not troubled him, but that he heard he had denied his name to his Leaſe to be of his own hand writing, which he hoped he would not do, and ſhewed him his ſaid Leaſe, and ſaid that he was but a bad Scribe, and might eaſily be miſtaken in the knowing of his name, and then ſhewed him a Paper, wherein was written *Elon* inſtead of *Elton*, and another paper wherein he had written *Elton* like to his name upon the ſaid Leaſe, and then *Elton* told him that he knew not that he had written either of thoſe names, nor could he abſolutely ſwear that his name to his Leaſe was of his own hand writing. And *Francis Nevile* then told him again that it was true he could not, and ſaid he was a vile wicked man, that would ſwear for his own hand to any writing, that he had not in his cuſtody.

3. Francis Nevile *after his tampering with* Walker *and* Elton, *ſuppoſing it not ſufficient, ſuborned two Common Bailiffs* John Holdſworth *and* Robert Siddall, *and* William Farburne *a Taylor, falſly to teſtifie that five witneſſes, two of which were* Thomas Walker *and* Richard Elton *did depoſe for his ſaid Leaſes at* G. Copley's *Office finding at* Wakefield.

Holdſworth 39. Int. 5. *b. Siddall* 48. Int. 3. *W. Farburne* 55. Int. 3.

Mr. *Nevile* produced at *G. Copley*'s Office finding at *Wakefield* to prove his three Leaſes, *Hugh Everard, John Swinden, Robert Soreby, Thomas Walker*, and *Richard Elton*. And they all depoſed that the ſaid Leaſes were ſealed and delivered by *G. Copley* as his Act and Deed. And that they were witneſſes thereunto.

Mr. *Nevile* proved his three Leaſes at *G. Copley*'s Office finding at *Wakefield*, to be ſealed and executed by *G. Copley* by five ſeveral Witneſſes, two of which were of his Acquaintance, and their names were *Thomas Walker* and *Richard Elton*, but the names of the other three he remembers not.

Contrar.

1. *But three witneſſes were then and there ſworn for the ſaid Leaſe.*

G. Geo. Went-orth 1. 14. 17. 2, 3. *Edw. Roads* 19. Int. 2, 3. *ſupra.*

Sir *George Wentworth*, and Sir *Edward Roads*, on Mr. *Nevile*'s part have depoſed but for three Witneſſes *Everard, Swinden*, and *Soreby*, to be ſworn for Mr. *Nevile*'s Leaſes, at *G. Copley*'s Office finding at *Wakefield*.

John Goodhand 22. Int. 12.

The Feodary *John Goodhand* ſaith, that three Witneſſes were ſworn at *G. Copley*'s Office finding, to prove the ſealing and delivery of Mr. *Nevile*'s Leaſe.

Wa. Walker G. 1 Int. 3. *ex parte Francis Nevile.*

2. Thomas Walker *was not then at* Wakefield, *but was at* Sprotbrough *about 14 miles diſtant from it.* Richard Elton *was then there, but* Francis Nevile *did not produce him as a witneſſe.*

Thomas Walker was Mr. *Haſtings* ſervant, when *G. Copley*'s Office was found at *Wakefield* but he was not then at *Wakefield*.

Wo Walker 5. 75. Int. 7.

Thomas Walker hath not formerly depoſed for Mr. *Nevile*'s Leaſe, neither at *G. Copley*'s Office finding at *Wakefield*, nor in the Court of Wards, nor ever before now was ſummoned, to depoſe for his hand writing to be thereunto endorſed.

Ric. Elton G. 45 Int. 2 9 *ex parte Franc. Nevil:*

Richard Elton was at *Wakefield*, but was not in Court at the finding of *G. Copley*'s Office, he deſired Mr. *Nevile* to ſpare him, and he told him he would ſpare him, and he being then left in the Town was not then called to witneſſe any thing, and he thought himſelf much beholden to Mr. *Nevile* that he ſpared him.

Emmon. Mote. D 67. Int. 5.

He was at *Wakefield* at *G. Copley*'s Office finding, and ſaw *Everard, Swinden*, and another ſworn, but *Thomas Walker* was not there, nor was ſworn for Mr. *Nevile*, which he knows to be true, becauſe he

he hearing the ſaid *Walker*'s name uſed as a witneſſe to the ſaid Leaſe, asked the Defendant *Haſtings* (whoſe Servant he was) why he brought him not thither? and he replied, he knew not that any uſe would be of him there, and that he had left him at home to wait upon his Wife.

He attended upon his Maſter *Copley* at *Wakefield* when *G. Copley*'s Office was found, and he well remembers that *Thomas Walker* was left at home, and was not produced or ſworn touching the matters in queſtion at that time. *Rich. Bal D. 104. I.*

Richard Elton was then at *Wakefield* but was not ſworn, *Elton* told him that he had made means to be ſpared, for that he ſaid he could do Mr. *Nevile* no good. Int. 4.

Thomas Walker was not at *Wakefield* at *G. Copley*'s Office finding, but was in *Sprotbrough* in his company, and he the better knows it to be true, for that he was booted and ſpurr'd to have gone to *Wakefield* that day with Mr. *Copley*, but was afterwards countermanded, and ſtayed at home with the ſaid *Walker*. *Will. Neſe E. 15. Int. 1*

She was not at *Wakefield* when *G. Copley*'s Office was found, but ſaith that upon that day, the Defendants *Copley* and *Haſtings*, ſaid that they went to *Wakefield* to find it, *Thomas Walker* was at *Sprotbrough* all that day and not at *Wakefield*, which ſhe knows to be true, for that ſhe then was Servant to Mr. *Copley* of *Sprotbrough*, where *Thomas VValker* then lived. *Mary Butte E. 42. Int. 1*

He was the Defendant *Copley*'s Servant, and attended on him to *VVakefield* at *G. Copley*'s Office finding, and doth well remember that *Thomas VValker* was not produced as a witneſſe there, neither doth he believe that he was at *VVakefield* that day, and is the more confirmed in his opinion and belief, becauſe *VVilliam Neſchall* and *Mary Buttery* his Fellow Servants, and living in houſhold with *Thomas VValker*, did tell him at his coming from *VVakefield*, that *Thomas VValker* and they had been very merry, and had played a Match at Tutts, or at the Ball. *Tho. Baldo D. 120. Int*

He believeth that *Thomas VValker* was not at *VVakefield* at *G. Copley*'s Office finding, both becauſe he ſaw him not there, and for that the Defendant *Haſtings* told him that he had left him at home to attend his Miſtreſſe. *Thomas B. Int 5. 9. Will. Bowes*

He believes that *Richard Elton* was there, but not ſworn, for Mr. *Haſtings* told him that *Francis Nevile* refuſed to have him ſworn, ſaying he would ſpare him, for he thought the other witneſſes were ſufficient. *Rob. Jacyes D. 123. Int 14. R. Crun*

Note, The Court of *Star Chamber* by their Order of that Term (when this cauſe was to be heard) that but two Witneſſes ſhould be read to a point) prevented the manifeſtation of the Perjuries of *Holdſworth*, *Syddall*, and *Farburne*, and made two of their Depoſitions as good as the Petitioners Twelve. This Order was never entred. *E. 41. Int. 1 Order 11. 15. Car.*

This is the Petitioners third grievance and cauſe of Appeal.

4. Francis Nevile *ſuborned his Butler* John Pollard, *falſly to depoſe a Negative, that Sir* John Waidſon *was not at his houſe at* Cheet *before* Chriſtmas *next after* G. Copley's *death* 1633.

He knows Sir *John VVaidſon* Knight, and he was not at Mr. *Nevile*'s houſe from that day Mr. *Nevile* came from *London* after *G. Copley*'s Death, about a fortnight before *Chriſtmas* until *Chriſtmas* day was paſt, being *Chriſtmas* 1633. *John Pollard I. 118. Int.*

Contrar.

Mr. *Nevile* ſhewed him his ſaid Leaſe at *Cheet*, about 14, 15, or 16. of *Decemb.* next after *G. Copley*'s Death, and between St. *Stephens* day, and *New years* day following, he ſhewed it him again at *Cheet*. *Sr. Joh. Waid B. 20. Int. 1.*

Sir *John VVaidſon* Knight, about 10. or 11. *December* next after *G. Copley*'s Death, met *Francis Nevile* at *Sprotbrough*. About 14, 15, or 16. of the ſaid Month, the ſaid Sir *John VVaidſon* went to Mr. *Nevile*'s houſe at *Cheet*, and this he knows, for that he was then and there preſent as a Sevant attending upon Sir *John VVaidſon*; and he, and the ſaid Sir *John* about St. *Stephens day*, or St. *Johns day* following, in the ſame Month, went again to the ſaid Mr. *Nevile*'s houſe at *Cheet*. *Francis Ju B. 33. Int. 2 4.*

Francis Nevile confeſſed to Mr. *Conyers*, that he ſhewed his ſaid Leaſe to Sir *John VVaidſon* at *Cheet*, about three Weeks before *Chriſtmas* 1633. And that about St. *Stephens* day following, he the ſaid Sir *John* coming thither again about reconciling him and Mr. *Copley*, he again ſhewed it unto him there. *Robert Conyt B. 38. Int. 2*

Mr. *Nevile* Interrogates Sir *John VVaidſon* if the Parſonages of *Sprotbrough* and of *Plumtree*, were not the two Writings he at firſt time ſhewed him at *Cheet*, being witneſſed only with two Witneſſes. The words (firſt time) imply that he was there before *Chriſtmas*. *Sr. Joh. Waidſ G. 16. Int. 9*

Interrogate if *Francis Nevile* would not have given him a 100 *l.* to have depoſed that he had ſeen his ſaid Leaſe ſo witneſſed as now it is, before *Chriſtmas* 1633. and before the time that Sir *John VVaidſon* hath depoſed that he ſaw it only with two Witneſſes to it. Inter. this.

Note, Will he that dare ſuborn four witneſſes, and attempt to ſuborn a fifth to perjure themſelves in ſwearing againſt the Petitioners Witneſſes who had depoſed againſt his ſaid Leaſe, want Witneſſes to ſvvear for the Leaſe it ſelf?

CHAP. V.

Francis Nevile's *corrupting* James Gerrard *and* Edvvard Coulſon *two of the Examiners in the* Star-Chamber.

1. To examine ſome of the Petitioners Witneſſes unequally, and to falſify ſome of their Depoſitions.
2. To endorſe and diſendorſe Witneſſes names upon *Francis Nevile*'s Leaſe as examined.
3. To deliver ſome Depoſitions of the Petitioners Witneſſes to *Francis Nevile* before publication. *The Petitio ners Affida 29. No. 14. Ca.*
4. To deliver to the ſaid *Francis Nevile*, his ſaid Leaſe out of Court without order to tamper with Witneſſes before he examined them.

Sect. 1. *The Examiners did examine ſome of the Petitioners witneſſes unequally and falſified ſome of their depoſitions.*

1. *James Gerrard* preſſed Mr. *VVeſt* to depoſe certainly and punctually to what was not in his knowledge or remembrance.

West N.1.

He writ his depoſitions wrong and reformed them unwillingly, it being Supper time as he ſaid and he then ſaid to him, had I known that you would have uſed me thus, I would not have dealt ſo fairly with you.

He ſaid to him, I ſee you can depoſe well for the Doctor but not for Mr. *Nevile*, and I will think Divelliſhly of you, Mr. *VVeſt* ſaid to *Gerrard*, what Reaſon have you to judge between God and me, and asked him what zeal he had to one ſide more then another Mr. *VVeſt* tould the Petitioners that for the Reaſons aforeſaid; he conceived they were not well dealt withall by Mr. *Gerrard*.

h. Waidſon 2. *James Gerrard* would not read Sir *John VVaidſon* an *Interrogatory* through at one time but examined him upon Comma's and Clauſes and doubled ſo down the *Interrogatory* that he could not ſee more then one line thereof at one ſight.

h. Waidſon He gave over examining of Sir *John* becauſe he would anſwer no more to an *Interrogat.* when he had anſwered it fully.

Sir *John* tould the Petitioners of theſe paſſages.

Nevile 3. *Edward Coulſon* denyed to read a whole *Interrogatory* to Mrs. *Ellen Nevile*, but examined her upon parts and branches. He not likeing her Anſwer to ſome queſtions ſaid to her, you muſt not anſwer ſo for that will doe us no good, whereupon ſhe then replyed, it muſt be your anſwer and not mine. He cauſed her to weep, by croſſing her in her examinations, and by preſſing her to make anſwer to *Interrogatories* further then ſhe could ſpeak. She conceives beſides that ſhe was not well uſed for that divers men in her Examinations came into the Chamber and went behind a Curtain and ſtayed there, and ſhe thinks that they heard what ſhe depoſed.

Nevile *ex parte*

nas Walker 4. *Edward Coulſon* falſified the Depoſitions of *Tho. Walker* in three ſeveral paſſages, where he depoſed that there were no writings then read over; but thoſe made to Sir *Gervas Cuttlers* Sifters uſe he left out firſt the words (read over) ſecondly the word (Siſter) thirdly where he depoſed upon ſight of *Francis Nevile's* Leaſe that ſome Letters of his name were ſomething like and ſome no whitt like his writing, *Edward Coulſon* ſet down that ſome Letters were very like and no more, and being excepted againſt by him, when *Edward Coulſon* read them to him, *Edward Coulſon* read on ſaying well well; by which he conceived that the ſaid *Coulſon* had miſtaken himſelf in the reading and not in the writing, but the ſaid *Coulſon* did not rectifie them.

nas Walker

Sect. 2. The ſaid Examiners did endorſe and diſendorſe witneſſes names upon Francis Nevile's *Leaſe as Examined*

nas Wilſon 1. The names of *VVilliam Smith* and *Robert Soreby* were endorſed upon *Francis Nevile's* Leaſe as Examined in *Cam. Stellat.* when he produced it at a Commiſſion at *Doncaſter* in *Trin.* Vacation 14. *Car.* and the Petitioners writ them out of the ſaid Leaſe into his book and ſaid he hoped to prove them two Knights of the Poſt: but ſhortly after *Edward Coulſon* to prevent the Petitioners motion, to have them produced *Ore tenus*, drew a pen through *VVill. Smiths* name, and quite obliterated *Robert Sorebyes*, and put in the names of *John Clayton* and *Richard Elton*, which were not endorſed upon it before, and whereas before it was written examined in *Cam. ſtellat.* the word (examined) is raſed out and theſe words (this deed was ſhewed) are ſince inſerted and foiſted in.

Sanderſon

ry Flower

ry Riley N.

ncis Nevile

2. *Francis Nevile* to clear his innocency in the alteration of the endorſement upon his ſaid Leaſe, depoſeth that the Leaſe was delivered out of Court to Mr. *VVilliam Armitage*, who at the Execution of the Commiſſion delivered it to the Commiſſioners ſealed up and after redelivered it into the Court, and hath perjured himſelf in depoſing that the ſaid Leaſe never came into his hands, ſince the time of the delivery thereof out of Court laſt *Trin.* Vacation. 14. *Car.*

Contrar.

orge Clark 1. Mr. *George Clarke* being wiſhed by *Francis Nevile* to bring it down, carried down the ſaid Leaſe and reurned it.

thar. Clarke 2. Mr. *Clarke* having occaſions into the *South* left the ſaid Leaſe, ſealed up in a Box with his Wife to give to *Francis Nevile* when he came for it.

3. *Francis Nevile* (the Commiſſioners being met) went to Mrs. *Clarke* for it and ſhe delivered the ſaid box unto him.

reg. Armitage 4. *Francis Nevile* himſelf then delivered the ſaid leaſe to the Commiſſioners, for Mr. *Gregory Armitage* was then examined upon it.

ob. Heyward 5. *Francis Nevile* after that Commiſſion, had the ſaid Leaſe in his hand and ſhewed it at his Chamber to *Richard Elton* before he examined him in this cauſe.

ichard Elton

Sect. 3. The ſaid Examiners gave Mr. Thomas Weſt's *depoſitions out of Court of* Star-chamber *to* Francis Nevile *before publication*

homas Weſt 1. *Francis Nevile* did in *Michaelmas* Term laſt in the Court of Wards tell Mr. *Thomas VVeſt*, that he had been reading his Depoſition or Examination the laſt night in his Chamber (but named no Court) and ſaid that he perceived that Mr. *VVeſt* had a bad memory, and could ſay ſomething for the Dr. but nothing for him, and further ſaid, that he could not remember ſo much as the conſideration of *Bentley* though as he ſaid, he made the aſſurance.

orge Rogers 2. *Francis Nevile* acknovvledged to Mrs. *Elizabeth Rogers* that he did tell Mr. *Thomas Weſt*, that he had been reading his depoſitions and that he had a bad memory for he could remember nothing for him, but had a good one for the Dr. for he could not remember the conſideration of *Bentley*, but Mr. *Nevile* ſaid they vvere out of the Court of Requeſts and he could ſhevv them, for he had them in his Chamber, to vvhich thisDeponent replyed, vvhat hath the Court of Requeſts to doe vvith *Bentley*.

Francis Nevile Exam. Affidd. 77. Int. 27.

3. There were never any Suit between *Francis Nevile* and the Petitioner but in the *Star Chamber*.

Thomas Weſt N.1. Int. 6.

4. Mr. *VVeſt* was never examined in any cauſe between *Francis Nevile* and the Petitioner, but in the *Star Chamber*. He was examined in the Court of Requeſts for Mrs. *Ellen Nevile*, but not for *Francis Nevile*, nor in any other Court was he examined for *Francis Nevile*.

5. Mr.

5. Mr. *VVest*'s Deposition in the Court of Requests, had no relation to the Mannor of *Bentley*, nor did they concern *Francis Nevile* at all but did only concern *Ellen Nevile* and her younger children. *Thomas* N.1. Int

6. *Francis Nevile* examined Mr. *VVest* in the *Star Chamber* about the Petitioners sale of *Bentley*, and Mr. *VVest* answereth, the Petitioner sold it, but for what certain summe in grosse he remembreth not to depose. Therefore they were the Depositions of Mr. *VVest* in the *Star-Chamber*, which the Examiners (having them then in their custody) had delivered to *Francis Nevile*, and not Mr. *VVest*'s Depositions in the Court of Requests, that the said *Francis Nevile* had been reading at his Chamber before publication. N. 17 I. *Thomas W* G.100.In

Sect. 4. *The Examiners delivered to* Francis Nevile *his said Lease out of Court without order, to tamper with witnesses before he examined them.*

Francis Nevile carried *Richard Elton* to his Chamber before he produced him as a witnesse, and there shewed him the said Lease, and the Examiner (who after examined him) was not then present. *Rob. Heyw* D 123.Int. *Richard El* M. 7. Int. 2

CHAP VI.

The several Orders of the Court of Star Chamber, *whereby*

1. *Some of the principal Petitioners Proofs where struck off by a reference, and report upon it.*

The Lord Chief Justice *Bramston* upon a Reference of Court to him, struck out the Petitioners best Proofs as scandalous and impertinent (*viz.*) the Depositions of *Charles Goodhand* to the 5. and 8. *Interr.* which proved the falsifying and forging of *G. Copley*'s Office, in Mr. *Nevile* and others their counterfeiting the hand and seals of the Escheator and Jurors, so that they were not suffered to be read at the hearing. Lord *Bram* ston's Certi cate 30. O 15. *Car. sup*

2. *The charge of the Bill was ordered to be given in one day, and but two witnesses to be read at the hearing to one point.*

The Petitioners Councel by this Order, and the Lord *Bramston*'s former Certificate, striking off the the forgery of the Office, was forced to forbear the reading of the Charges about the said Office, and the other charges of their Bill, was but half opened, and the perjuries of *Francis Nevile*'s four witnesses (*viz.*) *Pollard* (who had sworn a negative that Sir *John VVaidson* was not at *Francis Nevile*'s house at *Cheet*, after *G. Copley*'s death before *Christmas* 1633.) and of *Holdsworth*, *Syddall*, and *Farburne* (who had sworn that *Thomas VValker* and *Richard Elton* had deposed for *Francis Nevile*'s Leases at *G. Copley*'s Office finding at *VVakefield*) could not be made apparent to the Court, although 12. Witnesses had deposed against them, that *Thomas Walker* was not that day at *Wakefield*, but at *Sprotbrough* about 14. miles distant from it; and that *Richard Elton* being then at *Wakefield*, was not then and there produced to depose for them, but was then spared by *Francis Nevile*. *Order* 11. O 15. *Car. sup*

Note, This Order was put in execution at the hearing of this cause in the *Star Chamber*. Inter. this.

3. *The Examiners foul miscarriages (though fully proved) were not suffered to be read at the hearing.*

The Court upon the Petitioners motion vvould not grant that this charge against the Examiners should be heard with the main cause, but said, that upon the hearing of the Cause, the Court vvould think of and appoint a fit time to hear it. So that thereby the foul Carriages of the Examiners, vvhich much tended to the proof of the forgery, vvere prevented, and Mr. *Nevile* read the Depositions of *Thomas Walker* falsified by the Examiners, and the Petitioners vvere not suffered to read them rectified in the Examiners charge. *Order* 8. No 15. *Car.*

The Court at the hearing appointed no time, but shortly after the hearing, *viz.* 4. *Dec.* following, the Lord Keeper at his own house upon the Examiners motion, vvithout the Petitioners privity, or giving them time to shevv cause to the contrary (a favour that in about 20 motions, the Petitioners could never obtain from his Lordship) referred their Charge to the tvvo Lord Chief Justices *Bramston* and *Finch*, to certifie vvhat they find therein; for such further order to be thereupon taken either for their punishment or reparation as cause shall require. *Order apud* Edes 4. Dec 15 *Car.*

Note, The Examiners (the Lord Keeper dying and there being a Rumor of a Parliament to be summoned) vvere deterred from any further prosecution. So that the charge against them till novv vvas never heard.

4. *The Court would not grant the Petitioners leave at the hearing to make use of the Defendants Answers made in other Courts about the said Lease and witnesses Depositions in other Courts were allowed to be read for the Defendants, but not for the Petitioners.*

The Answvers of the Defendants *Nevile* and *Hastings* about the Lease in question in other Courts, and also the Depositions of the Defendant *Copley*, and the Depositions of the Defendant *Hawet* in the Court of Wards (who had there deposed that *G. Copley* made *Francis Nevile*'s said Lease, upon which *Francis Nevile* obtained his Decree there, and in the Court of *Star Chamber* had denyed it) would not be granted by the Court of *Star Chamber*, upon the Petitioners several motions, to be made use of there at the hearing, but were referred to the two Lord Chief Justices *Bramston* and *Finch*, to certifie what they thought fit to be done therein, who would never meet about it, although it cost the Petitioner almost a years time, besides their great charge and expence of mony in soliciting them thereunto. And yet at the hearing in the *Star Chamber*, the Court graned to Mr. *Nevile* upon his motion, liberty to use the depositions of *Thomas VValker*, to the 4. and 5. *Interr.* in the Court of Repuests, who had in the *Star Chamber* deposed against the said *Francis Nevile*'s Lease. *Order* 21. No 14. *Car.* 29. *No.* 14. *Car* 28. *Jun.* 15. *Car* 20. *No.* 15. *Car supra.*

Note, The last order for reading of *Thomas VValker*'s Depositions vvas never entred.

The Court of *Star Chamber* dismissed this Cause vvith their confirmation of *Francis Nevile*'s Lease, and the Lord Keeper *Finch* gave a 100. l. Costs, and an Extent against the Petitioners for it, vvhich they vvere forced to pay to *Francis Nevile*. *Order* 22. *Nov.* 15. *Car.* *Order* 19. *Jun.* 16. *Car.*

The

The Conclusion of this Charge.

The Petitioners conclude this their Charge with theſe Characters of the ſaid Mr. *G. Copley*, and of the Defendant Mr. *Francis Nevile*, and both of them out of their ovvn mouths.

1. *Of Mr.* G. Copley.

ry Grievs 34. Int. 6. Mr. *G. Copley* vvas a peaceable, charitable man, and a good Landlord to his Tenants, and a Gentleman of good underſtanding. And he took the better notice of his peaceable diſpoſition, for that about 9. or 10. years agoe (4. or 5. years before his death) he delivered to him (being the Sheriffs Bailiff) a proceſſe to be ſerved upon one *Bamforth*, and told him that he vyas the firſt man that ever he ſued in his life.

Note, Would a Gentleman ſo peaceable all his life time, ſettle his Eſtate upon his Kindred to ſpend it in Suits of Lavv after his death?

2. *Of Mr.* Francis Nevile.

West B. 90. 3. Mr. *Francis Nevile* told Mr. *Weſt* that the people in the Country did ſay, that the Divel had a hand in making of his ſaid Leaſes, but he ſaid if the Divel had, he the ſaid *Francis Nevile* vvould ſpur him up, and make him ſtand to them, and make them good.

Note, Had not the people in the Country reaſon to ſay that the Devil had a hand in making his ſaid Leaſes? and hath not Mr. *Francis Nevile* been as good as his vvord in ſpurring up of the Devil, and making him to ſtand to them and make them good?

FINIS.